

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, May 7, 2008,
immediately following the
Special Call CRA Meeting,
Lake Park Town Hall
535 Park Avenue

Desca DuBois		Mayor
Edward Daly		Vice-Mayor
G. Chuck Balius		Commissioner
Jeff Carey		Commissioner
Patricia Osterman		Commissioner
Maria V. Davis	—	Town Manager
Thomas J. Baird, Esq.		Town Attorney
Vivian Mendez Lemley		Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

- A. <u>CALL TO ORDER</u>
- B. <u>INVOCATION</u>
- C. PLEDGE OF ALLEGIANCE
- D. ROLL CALL
- E. ADDITIONS/DELETIONS APPROVAL OF AGENDA
- F. PUBLIC and OTHER COMMENT

This time is provided for audience members to address items that <u>do not</u> appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember, comments are limited to a <u>TOTAL</u> of three minutes.

G. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

H. BOARD MEMBERSHIP APPLICATIONS:

I. <u>CONSENT AGENDA</u>: All matters listed under this item are considered routine and action will be taken by <u>one</u> motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and <u>considered in its normal sequence on the Agenda. Any person wishing to speak</u> on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. <u>Cards must be submitted before the item is discussed</u>.

For Approval:

1.	Regular Commission Meeting Minutes of April 2, 2008	Tab1
2.	Regular Commission Meeting Minutes of April 16, 2008	Tab 2
3.	Award Contract for Concrete Flat Work at Lake Shore Park	Tab3
4.	Expansion of Irrigation System for Lake Shore Park Renovation Project	Tab4
5.		Tab5
6.	Award Contract for Sod at Lake Shore Park	Tab 6
7.	Assignment of Computer Data Agreement	Tab7
8.	Letter of Support for Tri-Rail	Tab 8
9.	Resolution No. 26-05-08 Submit a Grant Application to the Florida	
	Department of Agriculture for the Urban and Community Forestry.	Tab9

J. PUBLIC HEARING(S)

ORDINANCE ON FIRST READING:

10. ORDINANCE NO. 05-2008 Mid Year Budget Adjustment
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE
PARK, FLORIDA, AMENDING THE TOWN BUDGET FOR FISCAL YEAR 20072008 AS PREVIOUSLY ADOPTED BY ORDINANCE NO. 24-2007; PROVIDING
FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN
CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

Tab10

11. ORDINANCE NO. 06-2008 Signage in the Park Avenue Downtown District AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING CHAPTER 78 ENTITLED "ZONING," ARTICLE III, SECTION 78-70, ENTITLED "PARK AVENUE DOWNTOWN DISTRICT" ("PADD"), TO AMEND SECTION 78-70(p) TO PROVIDE FOR ADDITIONAL REGULATIONS PERTAINING TO TEMPORARY SIGNS FOR REAL ESTATE SALES AND LEASING PERMITTED IN THE PADD AND TO REQUIRE A TOWN SIGN PERMIT BE OBTAINED PRIOR TO ERECTING OR DISPLAYING ANY PERMITTED SIGN WITHIN THE PADD; AMENDING TABLE 78-70-1 ENTITLED "PERMITTED SIGNS" TO CLARIFY CERTAIN RESTRICTIONS ON SIGN SIZE, NUMBER, COPY, AND OTHER RESTRICTIONS PERTAINING TO PERMITTED SIGNS IN THE PADD; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR

12. ORDINANCE NO. 07-2008 Reasonable Accommodations Procedures AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING CHAPTER 78, ARTICLE I, SECTION 78-6, ENTITLED "REASONABLE ACCOMMODATIONS PROCEDURES" TO CHANGE THE DESIGNATION OF THE HEARING OFFICER FOR PUBLIC HEARINGS ON REQUESTS SUBMITTED TO THE TOWN FOR REASONABLE ACCOMMODATIONS, FROM THE TOWN MANAGER TO A SPECIAL MAGISTRATE APPOINTED BY THE TOWN COMMISSION; TO PROVIDE SPECIFIC PROVISIONS FOR MAIL AND NEWSPAPER NOTICE OF THE PUBLIC HEARING ON ANY REQUEST FOR A REASONABLE ACCOMMODATION; TO PROVIDE FOR AN OPPORTUNITY BY MEMBERS OF THE PUBLIC TO BE HEARD ON THE REQUEST FOR A REASONABLE ACCOMMODATION AT THE PUBLIC HEARING; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. Tah12

13. ORDINANCE NO. 08-2008 General Regulations and Restrictions Pertaining to Animals

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES FOR THE TOWN OF LAKE PARK, FLORIDA BY CREATING NEW CHAPTER 11 TO BE ENTITLED "ANIMALS"; PROVIDING FOR THE CREATION OF NEW ARTICLE 1, TO BE ENTITLED "GENERAL REGULATIONS"; PROVIDING FOR THE CREATION OF NEW SECTION 11-1 TO BE ENTITLED "DEFINITIONS"; PROVIDING FOR THE CREATION OF NEW SECTION 11-2 TO BE ENTITLED "BIRD SANCTUARY DECLARED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-3 TO BE ENTITLED "CRUEL AND INHUMANE TREATMENT OF ANIMALS PROHIBITED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-4 TO BE ENTITLED "PROVISION OF FOOD AND WATER TO CONFINED ANIMALS REQUIRED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-5 TO BE ENTITLED "MINIMUM REQUIREMENTS FOR THE POSSESSION AND SHELTERING OF CERTAIN ANIMALS"; PROVIDING FOR THE CREATION OF NEW SECTION 11-6 TO BE ENTITLED "MAXIMUM NUMBER OF HOUSEHOLD PETS"; PROVIDING FOR THE CREATION OF NEW SECTION 11-7 TO BE ENTITLED "REMOVAL OF PET EXCREMENT REQUIRED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-8 TO BE ENTITLED "NEGLECT AND/OR ABANDONMENT OF ANIMALS PROHIBITED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-9 TO BE ENTITLED "NUISANCES CREATED BY ANIMALS PROHIBITED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-10 TO BE ENTITLED "ANIMALS WITH **CONTAGIOUS** PROHIBITED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-11 TO BE ENTITLED "AID TO INJURED ANIMALS REQUIRED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-12 TO BE ENTITLED

"RESTRICTIONS ON THE TRANSPORT OF ANIMALS IN AN OPEN BED OF VEHICLES"; PROVIDING FOR THE CREATION OF NEW ARTICLE II OF CHAPTER 11 TO BE ENTITLED "SUPPLEMENTAL REGULATIONS PERTAINING PRIMARILY TO DOGS AND CATS"; PROVIDING FOR THE CREATION OF NEW SECTION 11-13 TO BE ENTITLED "REGISTRATION TAGS AND LICENSES FOR DOGS AND CATS REQUIRED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-14 TO BE ENTITLED "DOGS RUNNING AT-LARGE PROHIBITED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-15 TO BE ENTITLED "ANIMALS INJURING OR KILLING OTHER ANIMALS PROHIBITED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-16 TO BE ENTITLED "DOGS DAMAGING PROPERTY OF OTHERS PROHIBITED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-17 TO BE ENTITLED "INJURY TO AND/OR INTERFERENCE WITH POLICE DOGS PROHIBITED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-18 TO BE ENTITLED "REGULATIONS PERTAINING TO VICIOUS ANIMALS AND DANGEROUS DOGS"; PROVIDING FOR THE CREATION OF NEW SECTION 11-19 TO BE ENTITLED "IMPOUNDMENT"; PROVIDING FOR THE CREATION OF NEW SECTION 11-20 TO BE ENTITLED "PENALTIES; PRIMA FACIE EVIDENCE OF VIOLATIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT: PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. Tab13

K. ANNOUNCEMENT OF BOARD MEMBERSHIP:

L. <u>ADJOURNMENT:</u>

Board Membership

Town of Lake Park Town Commission Agenda Request Form

		Agerida Requ	Jest Fo	<u>orm</u>	1 1 mcu	
Meeti	ng Date: May 7	, 2008	Agen	da Item No.	Board appoin	ユ
[] [] []			[]	RESOLUTI DISCUSSIO		
[]	ORDINANCE ON FIR	RST READING	[]	BID/RFP A	WARD	
[]	GENERAL APPROV	AL OF ITEM	[]	CONSENT	AGENDA	
M	Other: Board App	pointment				
<u>SUBJ</u>	ECT: Board Appoin					
Appro	Approved by Town Manager Sunt Manager Date: 4/25/08 Approved by Town Manager Sunt Manager Date: 4/25/08 Date of Actual Submittal					
Origi	nating Department: Town Clerk	Costs: \$ Funding Source: Acct. #		Attachm Memo.		
[] City	rtment Review: Attorney imunity Affairs imunity Development	[] Finance [] Fire Dept [] Library [] PBSO		II "		
Date: _ Paper:	rtised:	All parties that have in this agenda item r notified of meeting d time. The following be filled out to be on	nust be late and box mus	everyone Or Not appli	ve notified	

Summary Explanation/Background: The attached applicant's board membership will expired on April 19, 2008. They have requested that they be considered for reappointment to the Library Board.



The Town of Lake Park

LAKE PARK TOWN HALL. NATIONAL JUSTORIC SITE

"Jewel of the Palm Beaches"

Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the Boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified by mail when appointment has been made.

Please print	the following information:				
Name: Last Hinton			Middle		
Address:	225 Fast Ilex	Dini			
Telephone: l	nome <u>561 881-5724</u> work <u>56</u>	1-4	94-1300 cell 56	1 752-683-	
			Yes	No	
Are you a re	sident of Lake Park		if	9	
Are you a no	on-resident husiness owner in Lake Par	k	a		
Are you a re	gistered voter (Response to this question is not man	idatory)	P		
Do you curr	ently serve on a Town Board or Comm	ittee	П	7	
If so, wh	ich one(s):				
Have you be	een convicted of a crime			4	
If so, wh	en? where?				
Please indic	ate your preference by number "1" throwish to serve, with #1 being the most de	ough "5	" of no more than fi	ve boards on at desired.	
Choice #	Board	Choic		ard	
	Code Compliance *	\neg	Pension Trust Fur	nd (Police)	
J	CRA Board (Community Redevelopment Agency)	71	_		
	Harbor Marina Advisory Board		Preservation Boar	'd *	
3	Library Board		Tree Board		
	Merit Board	[]	Other:		
	Construction Board of Adjustments	& App	peals		

Your Name: _ Horton/ C. Cewis
Please indicate the reason for your interest in your first and second choices: Thave a great deal of interest in educational programming that the four library affects and how it helps lake fack Stidents. Number of Meetings of the above boards you have attended in the past six months: Your educational background: (High school, College, Graduate School or other training) Doctor of Education - Nova Southeaston
What is/was your profession or occupation: School administrator How long: 18 years
Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: Classroom teacher for 12 yrs. Sid years, School administrator for 12 yrs.
Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: The spent a great Service as Lake Park assistant
Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake
Park, Florida 33403 I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE
TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY
BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:
Of Colors



Town of Lake Park Town Commission Agenda Request Form

Meeting Date: Ma	y 7, 2008	Agenda l	tem No.	Board appointm
L 2	Ordinance on Second Reading		SOLUT	
[] ORDINANCE ON	FIRST READING	[] BII	D/RFP A	WARD
[] GENERAL APPR	OVAL OF ITEM	[] CC	ONSENT AGENDA	
[X] BOARD MEMBER	SHIP			
SUBJECT: Board App	ointments			
RECOMMENDED MOTION/ACTION: To appoint two regular members to the Planning & Zoning Board from the attached applicants. Approved by Town Manager Approved by Town Manager Name/Title Day (1988) Date of Actual Submittal				
Originating Departmen Town Clerk	Costs: \$ Funding Source: Acct. #		Attachr Memo	
Department Review: [] City Attorney [] Community Affairs [] Community Development	[] Finance [] Fire Dept [] Library [] PBSO		[X] Tow	onnel c Works_ n Clerk V M)_ Manager
Advertised: Date: Paper: [] Not Required	All parties that have in this agenda item in notified of meeting ditime. The following be filled out to be on	must be late and box must	everyon Or Not app	licable in this

Summary Explanation/Background: The Planning and Zoning Board has two regular membership openings on the Board. The Town Clerk's office has received the attached applications for membership to this Board. Robin Maibach and Mason Brown are currently alternate members of the Planning & Zoning Board who are applying for regular membership.



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Please print	the following information.			
Name: B	ROCUYU MASON First		B	liddle
Address:	31 HAWTHORNE D	V-LA	\wedge	<u> </u>
Telephone: 1	nome 57d-848-757i work			1-718-368
Are you a no Are you a rep Do you curre If so, which	sident of Lake Park in-resident business owner in Lake Pa gistered voter (Response to this question is not me ently serve on a Town Board or Comment one(s):	sadaory) nittee	Yes	No D
	n? where?			المستسلم
Please indicate which you with Choice #	Beard Code Compliance * CRA Board (Commonity Redevelopment Agency) Herbor Marina Advisory Board	Choice # Pen Plan	no more than find being the least Board Scient Trust Puncturing & Zoning servation Board	desired. d (Police)
1	Library Board Merit Board Construction Board of Adjustments	Tro	er:	

Please non-Memberatio on these (*) Brands require incurbors to complete an armoid disclosure form purposition to F.S. 112.1145 (11(a), (2)(b), (7)

535 Park Avenue, Lake Park, Florida 33403 (561) 881-3311 Fac (561) 881-3313

C164 1110 19913

Lare turn, wound Application,	page 2
Your Name: MASon B. BROWN	
Please indicate the reason for your interest in your first and second choices: The a Certified General Contractor dud; Lock-that I can be an assest to my Town And the Residual 5.	<u></u>
Number of Meetings of the above boards you have attended in the past six months: Your educational background: (High school, College, Graduate School or other training)	<u></u>
What is/was your profession or occupation: Example Constructor Businession of the Constructor	an Fraker paran
Please indicate employment experience that you feel relates to your desired service on an edvisory board or committee: Quenchony Own Butters for the passes flux - Excollent & Managain, Paple + Wa	ting them
Please indicate other general experience or community involvement that you feel qualifies serve on the boards you have chosen: QIM Wary and in my Quar	you to
Feel free to attach additional sheets if required. Also, please attach your resume, if available Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake	
Park, Florida 33403	2
I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED AR	E
TRUE AND ACCURATE, I UNDERSTAND THAT ANY FALSE STATEMENTS M.	AY
EE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF ARPOINTEI):

Signature:

RECEIVED

APR - 9 2008

TOWN OF LAKE PARK

The Town of Lake Park



LAKE PARK TOWN HALL NATIONAL HISTORIC SITE

"Jewel of the Palm Beaches"

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Please prin	t the following information:			
Name: 6	AMBINO WARY st First		FR	ANCES
Address:	250 FORESTERIA	TIP		
Telephone	: home 561. 644-6504 work 56	1 381	1475 cell (5)	0) 723.477
			Yes	No
Are you a r	resident of Lake Park		Æ	
Are you a r	non-resident business owner in Lake Par	rk		Z
Are you a r	registered voter (Response to this question is not ma	indatory)	\angle	
Do you cur	rrently serve on a Town Board or Comm	nittee	Z	5
If so, w	hich one(s): HISTORICAL S	NCLE	TY	
Have you b	peen convicted of a crime		J	Z
If so, w	hen? where?			
	cate your preference by number "1" throwish to serve, with #1 being the most do	_		
Choice #	Board	Choic	<u>B</u>	<u>oard</u>
	Code Compliance *	ī.		•
	CRA Board (Community Redevelopment Agency)	\ZL		
	Harbor Marina Advisory Board		Preservation Boa	rd *
	Library Board	21-	Tree Board	
J	Merit Board	_)	Other:	
-	Construction Board of Adjustments	& App	eals	

page 2
Your Name: MARY FRAN GAMEINO
Please indicate the reason for your interest in your first and second choices: LIVE IN A HISTORICAL HOME. WANT TO BE ACTIVEY INVOLVED. THINK MY BACKGROUND WILL SUPPORT POSITIVE CHANGE
Number of Meetings of the above boards you have attended in the past six months: Your educational background: (High school, College, Graduate School or other training) COMMERCIAL ART DEGVEE/B.C.C.ES, NY 1979; AA-LANDSCADE TECH + DESIGN & BCC TIA 1989; FMY FINISHING 3CHOOL VERO BEACH TO 2001-04, 13 UR GROUP FITNESS INSTRUCTURE
What is/was your profession or occupation: FAUX FINISHING/INTERIOR DESIGN How long: 6485
Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: VISUAL-+ BRAPHIC DESIGN EXPERIENCE, ORANIZING PEOPLE TO EXECUTE + COMPLETE PROJECTS EXECUTE
Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: I'VE UVED IN LAKE PARK FOR IF UPS. FORMANY A TREEBOARD MEMBER, CURRENLY V.P HISTORICAL SOCIETY.
Feel free to attach additional sheets if required. Also, please attach your <u>resume</u> , if available. Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403
I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE
TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY
Signature: Date: A MILE, 7009

The Town of Lake Park



"Jewel" of the Palm Beaches

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Please print o	type the following information:				
Name'	MAIGACH	PICOIN		L	
last	1	First	٨	Aiddle Initia	al
Address	11. A164CH 414 Calleshore 561 342-4890	Drive	-Luko	ONK	123340
Telephone.	201 210-4890HM he	ome 56/	655	8544	1204 work
			3	7es	No
Are you a re	esident of Lake Park			T	
Arc you a n	on-resident business owner i	n Lake Park		J	
Are voll a fe	egistered voter (Response to this q	testion is not mandator	v) [ব"	
	rently serve on a Town Board			4	
	nch one(s). Code Co			_)	
1, 00,		0			
Have you be	een convicted of a crime			J	3 -*
	en? where?				_
	te your preference by numbers *1 , with #1 being the most desired				n which you
Wish to serve	, with the being the most desired	and so being the it	Cot George	*	
Choice #	Board	Choice #	<u> </u>	Board	
	Board of Adjustment*		Pension	Trust Fi	ind (Fire)
_	, and the second				(* 1.0)
2 國	Code Compliance*		Pension	Trust Fu	ınd (Police)
	Education Advisory Board	3			ng/ Historic
. \Box		.' রা		ation Boa	
5 <u>U</u>	Library Board	4-8	Town Ti	ree Board	
	CRA Board		Merit B	pard*	
(25)	Marina Development Contr	ol Bd. 🔲	Other _		

Please note Membership on these (*) Boards requires members to complete an annual financial disclosure form pursuant to F.S. 112.3145(1)(a), (2)(b), (7)



The Town of Lake Park

LAKE PARK TOWN HALL NATIONAL HISTORIC STIE

"Jewel of the Palm Beaches"

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	the following info					
Name: KL	msey	Kendal	(Ro	1	
	•				Middle	
Address:	315 Hay	Sthorne Dr	IVC.			
Telephone:	home	work 5	61-835-	-1408 cell	561-889-6	0681
		_		Yes X	No	
Are you a re	sident of Lake Par	k		χū		
Are you a n	on-resident busine	ss owner in Lake l	Park			
Are you a re	gistered voter (Res	onse to this question is not	mandatory)	M		
Do you curr	ently serve on a To	own Board or Con	nmittee		Æ	
If so, wh	ich one(s):					
Have you be	en convicted of a	crime			X	
If so, wh	en?	where?				
	ate your preferenc vish to serve, with	•	_			
Choice#	Board		Choic	<u>e#</u>	Board	
	Code Complian			Pension Trus	t Fund (Police)	
	CRA Board (Con	munity Redevelopment Agend Advisory Board	y) 💢	Planning & Z	oning/Historic	
		Advisory Board	•		Board *	
	Library Board			Tree Board		
	Merit Board			Other:		
П	Construction B	oard of Adiustme	nts &∵ Ann∉	eal¢ .		

(561) 881-3311 Fax: (561) 881-3313 535 Park Avenue, Lake Park, Florida 33403 Lake Park Board Application page 2 Your Name: Kendall Kurnse Please indicate the reason for your interest in your first and second choices: an interested in serving reservation of also Number of Meetings of the above boards you have attended in the past six months: Your educational background: (High school, College, Graduate School or other training) lese Graduate-Manage-The Harriet Himmel Theoter
(O City Place What is/was your profession or occupation: How long: Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: (144 //ace 25 very much like a small all activities on the property, Please indicate other general experience or community involvement that you feel qualifies you to Park Historic Societ serve on the boards you have chosen: Feel free to attach additional sheets if required. Also, please attach your resume, if available. Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403 I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:

KENDALL R. RUMSEY 315 HAWTHORNE DRIVE LAKE PARK, FL 33403 (561) 889-6681 KRRNWPB@AOL.COM

EMPLOYMENT HISTORY:

January 2005 – Present: *Programming Director, CityPlace*, West Palm Beach, Florida. Responsible for the day to day development and implementation of programming management for the CityPlace Cultural Arts Center and CityPlace Special Events. Responsibilities include Marketing, Sales, Budgeting, Sponsorships, Public Relations and Media Coordination. During my first year of tenure with the Cultural Arts Center, sales increased over 30%. In years two and three, the facility again increased revenue and sales by more than 20% each year. Property-wide responsibilities include on-site marketing and management of over 200 special events and promotions yearly, from inception to completion. Coordinate media, advertising, sponsorships, public relations, and development, management of staff and vendors, and production.

July 1999 – December 2004: *President, Kendall Events, Inc.*, West Palm Beach, Florida. Special Events marketing firm specializing in public, corporate, not-for-profit and social productions. Responsible for all aspects of event marketing including budgeting, event design, media coordination, vendor coordination, sponsorship, billing and accounts receivable. Kendall Events, Inc. was a quarter-million dollar company annually, and supported a variety of clients including: The City of West Palm Beach, CityPlace, The Make-A-Wish Foundation, Marriott West Palm Beach, Fisher Island Resort, The Center for Family Services, The American Cancer Society, The Florida Restaurant Association, The Downtown Development Authority, Hutchinson Island Marriott Beach Resort and Marina and The Daily Bread Food Bank, Inc.

April 1998 – July 1999: Director of Marketing, Junior Achievement of the Palm Beaches, West Palm Beach Florida. Develop and coordinate all marketing and fundraising activities for this National not for profit organization. Manage staff of marketing professionals and act as organizations representative in all aspects of public speaking, media promotion and event facilitation. Produced first \$100,000.00 event in agencies' fifteen-year existence by coordinating successful "Retro Bowl" which was attended by over 1,300 professionals from over 70 local companies. Responsible for the production of fliers, brochures, logos, press releases, new articles, logos, presentations and funding requests as well as all other agency events.

November 1996 – April 1998: Independent Marketing and Special Events Director, West Palm Beach, Florida. Develop and coordinate multiple marketing and special event activities for various clients throughout south-Florida. Activities include client solicitations, vendor coordination, staff management, budgeting, and all aspects of marketing promotions.

February 1993 — October 1996: Director of Marketing and Creative Services, Carey Special Events, Atlanta, Georgia. Responsible for the creative development of special events, convention sales, trade shows, corporate meetings, fund raisers, and all internal marketing functions including brochures, client proposals, verbal and written communications with clients and vendors, and client presentations. Interfaced with numerous clients to create dynamic marketing and event services throughout the U.S. Responsible for managing in-house professionals and vendors for all aspects of marketing programs. Increased corporate sales by more than 50% during my tenure of employment and was responsible for the day to day management of a \$3,000,000.00 project for CIBA Vision during the 1996 Summer Olympic Games. Clients included: CIBA Vision, Coca-Cola USA, IBM, KPMG Peat Marwick, Met Life, and NBC.

EDUCATION:

Georgia Southern University, Statesboro, Georgia. Bachelor of Science in Communication Arts with an Emphasis in Public Relations

PROFESSIONAL SKILLS AND EXPERTISE:

Consummate Professional, 15 years Experience in Marketing, Management, Strong Verbal and Written Communication Skills, Media Savvy, Computer Literate, Contract Negotiations, Multiple Task Oriented, Corporate Training, Account & Project Management, Public Speaking, Creative Development, Marketing Strategies, Advertising Design, Budgeting, Sponsorship Sales and Coordination

COMMUNITY INVOLVEMENT:

KidSanctuary, Inc., Board of Directors Lake Park Historical Society, Board of Directors

PROFESSIONAL REFERENCES: Available upon request.



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Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the Boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified by mail when appointment has been made.

Name: Tho man Last First Middle Address: 284 Fost Jasminl Drainl Telephone: home work cell 56/23-733- Are you a resident of Lake Park Are you a non-resident business owner in Lake Park Are you a registered voter (Response to this question is not mandatory) Do you currently serve on a Town Board or Committee If so, which one(s): Have you been convicted of a crime If so, when? where? Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired. Choice # Board Choice # Board Code Compliance * Pension Trust Fund (Police) CRA Board (Community Redevelopment Agency) Planning & Zoning/Historic	Please print the following	information:				
Address: 204 Fost Jasmine Drivel Telephone: home work cell (56/) 723-733 - Are you a resident of Lake Park	Name: Thomas	Judith		7	-	
Telephone: home work cell 560 723-733 - Are you a resident of Lake Park				N	liddle	
Are you a resident of Lake Park Are you a non-resident business owner in Lake Park Are you a registered voter (Response to this question is not mandatory) Do you currently serve on a Town Board or Committee If so, which one(s): Have you been convicted of a crime If so, when? where? Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired. Choice # Board Choice # Board	Address: 204 Eo	T JASMINE	Drive			
Are you a resident of Lake Park Are you a non-resident business owner in Lake Park Are you a registered voter (Response to this question is not mandatory) Do you currently serve on a Town Board or Committee If so, which one(s): Have you been convicted of a crime If so, when? Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired. Choice # Board Choice # Board	Telephone: home	work		cell 5	(01)723-73	33 7
Are you a non-resident business owner in Lake Park Are you a registered voter (Response to this question is not mandatory) Do you currently serve on a Town Board or Committee If so, which one(s): Have you been convicted of a crime If so, when? where? Please indicate your preference by number "1" through "5" of no more than five boards on which you wish to serve, with #1 being the most desired and #5 being the least desired. Choice # Board Choice # Board				Yes	No	
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If so, when? where?	If so, which one(s):					
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which you wish to serve, with #1 being the most desired and #5 being the least desired. Choice # Board Choice # Board	If so, when?	where?				
Code Compliance * Pension Trust Fund (Police)						
CRA Board (Community Redevelopment Agency) / Planning & Zoning/Historic	9 010					
2 Treating of Months (Commonly Report)	CRA Board					
Harbor Marina Advisory Board Preservation Board *	Harbor Ma	rina Advisory Board		servation Boa	rd *	
🗇 Library Board 🐴 Tree Board	Library Bo		- 1			
☐ Merit Board ☐ Other: ☐ Construction Board of Adjustments & Anneals	☐ Merit Boar		Oth	er:		

	page 2
Your Name: Junit E. Thomas	
Please indicate the reason for your interest in your, first and second choices: With my back smad in Gily planning of L could be an asset to the Planning of Denig CRA BETTERS	½ Chene ₹
Number of Meetings of the above boards you have attended in the past six months: Your educational background: (High school, College, Graduate School or other training) Crea drafe Legner in Usba & Regional Planning	 _
What is/was your profession or occupation:	when
Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: Loning Alministrator for the City of Rive	rive in Beact
Please indicate other general experience or community involvement that you feel qualifies serve on the boards you have chosen: I have been insolved a the ineption of the Brodeciere Subcommit Scripp Research Centr in Palm Beach Cond is hell aware 3 the dyramics 3 working w/ multi-	ter/ win by. their smerning
Feel free to attach additional sheets if required. Also, please attach your <u>resume</u> , if available Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403	t.
I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARI TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MA BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED	ΛY
Signature: Jucks The	

JUDITH E. THOMAS, AICP

204 East Jasmine Drive Lake Park, Florida 33403

(Home) 561-845-5181; (Cellular) 561-723-7337 Email Address: jthomas11@bellsouth.net

BACKGROUND SUMMARY

More than fourteen years experience in housing, community development and redevelopment, planning, economic development, special events coordination with increasing activities as follows:

- Master Development Planning
- Port Planning
- Grant Writing

Site Planning

- Housing
- Transportation Management

- Evaluation and Appraisal Reports
- Long-range Planning
- Entitlements

EDUCATION

M.A., Urban and Regional Planning, University of Florida, Gainesville, Florida B.A., Public Affairs, Florida Atlantic University, Boca Raton, Florida,

EMPLOYMENT HISTORY

Planning & Zoning Administrator, Community Development Dept, City of Riviera Beach, Florida, (1999 to 2007) Responsible for the administration, supervision, and budgeting of all Planning projects which includes the staffing of planners and support staff; businesses licensing; housing, land acquisitions, transportation projects, stormwater management, annexation, and community outreach. Further responsible for the coordination of activities with neighboring municipalities and County government; the City annual Jazz & Blues Festival, various special projects including regulatory agencies (i.e. South Florida Water Management District, Department of Environmental Protection, and Department of Transportation); the Port of Palm Beach. Monitored and managed the development of neighborhood plans for four sectors of the City to ensure cohesiveness and sustainability.

Comprehensive Planner, LaRue Planning & Management Services, Inc., Ft. Myers, Florida (1996 to 1999) Functioned as the planning director for three local governments by providing planning services concerning day-to-day activities. Responsible for the preparation of Comprehensive Plans, Evaluation and Appraisal Reports, and Land Development Regulations. Traveled extensively intra state to conduct public meetings and secure new clients.

Planner, Community Development Department, City of Port Orange, Florida (1994 to 1996) Responsible for the review of zoning codes, variances, and special exception applications; drafting Comprehensive Plan amendments; preparation of public notices for community meetings, responding to citizen's inquiries regarding various planning matters; preparation of technical reports, blight studies, and informational brochures.

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Planners 081117 American Planning Association (APA) State of Florida Certified Mediator

Consent Agenda

TAB 1

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: May 7, 2008		Agend	a Item No. Tab /			
[]	PUBLIC HEARING Ordinance on Second Reading Public Hearing			RESOLUTION DISCUSSION		
[]	ORDINANCE	ON FIR	ST READING	[]	BID/RFP AWARD	
[]	GENERAL A	PPROVA	AL OF ITEM	[X]	CONSENT AGENDA	
[]	Other:					
<u>SUBJ</u>	ECT: Regu	ular Com	mission Meeting N	√linutes	of April 2, 2008.	
Appro Deputy	RECOMMENDED MOTION/ACTION: Approve the Minutes from the Regular Commission Meeting of April 2, 2008. Approved by Town Manager					
	Town Clerk				# Account of the Application,	
			Funding Source: Acct. #		memo	
[] City /	tment Review Attorney munity Affairs _ munity Developm	_ '	_		1	

Summary Explanation/Background:

Minutes



Town of Lake Park, Florida Regular Commission Meeting April 2, 2008 7:41 p.m.

Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, April 2, 2008 at 7:41 p.m. Present were Mayor DuBois, Vice-Mayor Daly, Commissioners Carey, and Osterman, Attorney Thomas Baird, Town Manager Maria Davis and Town Clerk Vivian Mendez. Commissioner Balius was absent.

Vivian Mendez led the Invocation.

Mayor DuBois led the Pledge of Allegiance.

Town Clerk Vivian Mendez performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None

Motion: A motion was made by Commissioner Osterman to approve the Agenda; Vice-Mayor Daly made the second.

Vote on Motion:

Commission	Aye	Nay	Other
Member			
Commissioner			
Balius	Absent		
Commissioner			
Carey	X		
Commissioner			
Osterman	X		
Vice-Mayor		-	
Daly	X		
Mayor			
DuBois	X		

Motion passed 4-0.

PUBLIC and OTHER COMMENT

Tim Kasher, 315 Foresteria Dr.- stated that he attended a meeting where an application for a special accommodation for a sober living facility at 306 Foresteria Dr. was discussed. He stated that a sober living facility was not the correct use of the home. He researched and found that there were cases that showed that it was not allowable by law. He stated that the facility was unlicensed. He stated that he believed in sober living facilities but the facility in question did not belong in the district that it is currently in. Traffic has increased along the street where the facility is located. He expressed his concerns regarding the facility and increased traffic issues in the neighborhood. He asked the Commission to do more research and make an informed decision.

Town Attorney Thomas Baird referred to a case regarding a sober facility in Boca Raton. He stated that in that case it was ruled that the city could not prohibit sober houses from residential zoning districts. He stated that the same judge is presiding in the case in which the Town is involved. If the case should go to trial, the same result may occur. The Town has taken steps in order to protect itself in the pending litigation.

James Fils-Aime, 842 Park Ave. – stated that he owned a business at 842 Park Avenue. He stated that code enforcement asked him not to park his two U-Haul trucks in front of his business. He stated that he parked the trucks behind his business. He asked if the Town would allow him to park the trucks in front of his business so that he could continue to operate his business.

Community Development Director Patrick Sullivan stated that according to the Town's code the parking of the U-Haul trucks was not allowed in the Downtown District.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Carey

None

Commissioner Osterman stated that she wanted to discuss the e-mails and correspondence regarding concerns of the Historical Society. She asked the Commission for recommendations regarding the Historical Society's concerns.

Vice-Mayor Daly stated that the Historical issues were discussed in the past and it was left up to the Historical Society to organize a board to address the issues. He recommended that the Historical Society follow through with a creation of a board that would come to the Commission with their recommendations.

Mayor DuBois asked for clarification about Vice-Mayor Daly's recommendation and if he intended a board within a board, or the creation of a separate entity.

Vice-Mayor Daly recommended the creation of a separate board that would deal specifically with Historical issues within the Town and that board would communicate directly with the Commission.

Mayor DuBois recommended the creation of a separate Historical Board be placed as an item on a future Commission Meeting Agenda.

Commissioner Osterman stated that another issue arose in the course of discussions with the Historical Society. Town Manager Maria Davis. Attorney Thomas Baird, Attorney Karen Roselli, and she met to discuss the issue. She stated that she was assured that the matter would be dealt with and she stated that she would be taking the issue into consideration when the Town Attorney's Contract comes up for renewal.

Mayor DuBois

None

Attorney Thomas Baird

None

Town Manager Maria Davis stated that the Town holds an annual Volunteer Appreciation Dinner. She asked the Commission for consensus on May 2nd or May 9th for the event.

The Commission came to consensus on holding the Town's Volunteer Appreciation Dinner on May 2, 2008.

Commissioner Osterman recommended that in the future we might consider combining the Volunteer Appreciation Dinner with the VIP event at the Town's Fourth of July Fireworks Festival in order to save money.

CONSENT AGENDA:

- 1. Regular Commission Meeting Minutes of March 12, 2008
- 2. Special Call Commission Meeting Minutes of March 19, 2008
- 3. First Amendment to Town Manager Employment Agreement
- 4. Marina Mooring Pilings Contract Change Order #1
- 5. Acquisition of Sanitation Trucks
- 6. Adjustment of Fee Structure for Rental Facilities
- 7. Notification of Great American Cleanup on April 19, 2008
- 8. Proclamation Honoring National Public Works Week May 18-24, 2008
- 9. Proclamation Honoring Arbor Day April 25, 2008

Vice-Mayor Daly requested that item #4 be removed from the Consent Agenda for discussion.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Osterman to approve the Consent Agenda with the exception of item # 4; Vice-Mayor Daly made the second.

Vote on Motion:

Commission	Aye	Nay	Other
Member			
Commissioner			
Balius	Absent		
Commissioner			
Carey	X		
Commissioner			
Osterman	X		
Vice-Mayor			
Daly	_ X		
Mayor			
DuBois	X		
1.4.0			

Motion passed 4-0.

Vice-Mayor Daly asked for clarification of the costs involved in the Marina Mooring Pilings Contract Change Order.

Town Manager Maria Davis detailed the changes involved in the contract.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Carey to approve Consent Agenda item # 4
Marina Mooring Pilings Contract Change Order #1; Commissioner Osterman
made the second.

Vote on Motion:

Commission	Aye	Nay	Other
Member			
Commissioner			
Balius	Absent		
Commissioner			
Carey	X		
Commissioner			
Osterman	X		
Vice-Mayor			
Daly	X		
Mayor			
DuBois	X		

Motion passed 4-0.

PUBLIC HEARINGS

ORDINANCE NO. 04-2008 Evaluation and Appraisal Report-Based Amendment of the Comprehensive Plan

AN ORDINANCE OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING THE EVALUATION AND APPRAISAL REPORT-BASED AMENDMENTS TO THE COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL TO REVIEW AGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Patrick Sullivan explained the purpose of Ordinance No. 04-2008. He introduced Jerry Bell to explain the process of the Ordinance.

Jerry Bell stated that authorization was needed to transmit Ordinance No. 04-2008 to the State of Florida for preliminary review. He stated that ten other regulatory agencies and surrounding municipalities will have 60 days to submit a report of objections, recommendations and comments. He explained the process following the receipt of the report.

Community Development Director Patrick Sullivan reviewed the following pages of the EAR Based Amendments: Page 9 - #18 He recommended striking the last line of the sentence which states "build-to lines for new construction". He explained #19 of the EAR Based Amendment was a very strong statement and anyone who could not meet the landscaping standards set forth

would have to seek mitigation.

The Commission discussed item #19 of the EAR Based Amendment.

Community Development Director Patrick Sullivan explained the Recreation and Open Space Requirement on page 13. He recommended striking the line that states that a Comprehensive Plan Amendment will be required. He stated that the area around the ball fields was being considered for future expansion. He recommended making changes in the Conservation Land portion stating his concerns regarding the proposed swapping of conservation land. He also explained the concerns and issues with the Mixed Use Overlay along U.S. Highway One.

Discussion ensued between the Commission regarding the Mixed Use Overlay.

Community Development Director Patrick Sullivan stated that the Lake Park Comprehensive Plan Capital Improvement Element on page 33. The Town is required by state law to do the element. He stated that on page 42 there was a breakdown of maps. Each land use map had been broken down by segment and drawn as a separate section. The format was used to simplify the maps for its transmittal to DCA. Finally in the first appendix, the Town is required to do an analysis of the changes in the different areas of the Future Land Use Map.

Commissioner Osterman asked if the houses on Date Palm Dr. lie directly North of the ball fields were included in the plan for expansion and recreation.

Town Manager Maria Davis stated she noticed that the houses on Date Palm Dr. to the North, South and West were not included. She brought it to the attention of Community Development Director Patrick Sullivan.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Osterman to approve Ordinance No. 04-2008; Commissioner Carey made the second.

Vote on Motion:

Commission	Aye	Nay	Other
Member			
Commissioner	-		
Balius	Absent		
Commissioner	-		
Carey	X		
Commissioner			
Osterman	X		
Vice-Mayor			
Daly	X		
Mayor			
DuBois	X		

Motion passed 4-0.

Attorney Thomas Baird read Ordinance 04-2008 by caption only.

DISCUSSION AND POSSIBLE ACTION

Marina Renovation Grant Application

Town Manager Maria Davis recommended and requested that the Town apply for a FIND Grant for renovations to the Marina. She explained that the Town loaned the Marina \$725,000 during its three year demolition period to keep the construction afloat. The Marina now owes the Town \$725,000. She stated that she explained the situation to the Marina engineer. There is not enough revenue generated by the Marina to pay back the Town. She had spoken with Robert Cutcher of Cutcher and Associates and asked him to come up with a plan to increase revenue at the Marina to make it self-sustaining and pay back the loan to the Town. She explained that the application to FIND would be multi-phase and the Town's responsibility would be 50% of the grant dollars. She stated that the Town's match for the first year would be \$62,254.00.

Robert Cutcher gave a presentation on the FIND Waterways Assistance Program (see Exhibit "A").

Finance Director Anne Costello reviewed the Town's Marina Fund Statement of Cash Flows (see Exhibit "B"). She explained that the total estimated cost of the project would be \$823,000 with funding assistance from FIND of 50%. The Town proposed to finance its match of \$411.550. The actual cash outlay for the project will be \$0 for the Town. Initially there will be debt service. She anticipates an annual increase in revenue of \$263,000 and the debt service annually over 10 years will be \$54,000. During the improvement phase of the project which will take the next two years the Town will be applying to FIND for funding assistance and use financing for the Town's match. She explained how the Marina would be able to increase revenue through slip rentals and other services. She stated that she anticipated the Town to net \$209,000 per year post improvement. By year five post construction, the Town anticipates generating \$1,045,000.

Vice-Mayor Daly stated that he could not support the Marina Renovation Grant Application. He stated there has been a lot of money spent at the Marina and the proposed revenue is being based on fuel sales. He stated that fuel sales have been declining because boaters cannot afford to take their boats out. He recommended installing the breakwater which has been delayed. He explained the issues and reasons that he did not agree with the Marina Renovation Grant Application.

Robert Cutcher explained that fuel sales are less than 10% of the proposed additional revenue at the Marina.

Marina Director Michael Pisano stated that he had a waiting list for boat slips in the 40 to 60 foot range. He stated that the Marina was currently running at 88%.

Vice-Mayor Daly stated that fuel sales will decline within the next month. He stated that money was being spent at the Marina has resulted in a deficit.

Commissioner Osterman stated that she was frustrated that money has to be spent at the Marina, but when the original engineering was done there was no consideration to revenue versus costs.

She stated that if the Town does not do something differently the Marina would never get out of debt to the Town. This would be a greater disservice to taxpayers because money would have to be taken from the General Fund to subsidize the Marina yearly. She stated that she was very disappointed that the Town's former Finance Director or the Town's Auditor did not catch the deficit in the Town's Budget regarding the Marina. She discussed the issues with the breakwater at the Marina.

Robert Cutcher explained the history of the pier and the breakwater at the Marina.

Mayor DuBois stated that there were issues at the Marina that needed to be corrected. She recommended that the Town come up with solutions that would make the Marina support itself.

Discussion ensued between the Commissioners regarding issues at the Marina and whether or not to approve a grant application for renovations at the Marina.

Public Comment Open.

Bert Bostrum, 1451 Flagler Dr. – stated that if nothing was done for the Marina there would be greater consequences in the long run. She stated that something needed to be done or the taxpayers would suffer.

Public Comment Closed.

Commissioner Osterman asked Mr. Cutcher if there were other wave intrusion issues at the Marina besides the breakwater.

Mr. Cutcher explained the other factors involved with wave action on the basin.

Motion: A motion was made by Commissioner Carey to approve the Marina Renovation Grants Application; Commissioner Osterman made the second.

Vote on Motion:

Commission	Aye	Nay	Other
Member	1.1,0	Hay	Other
Commissioner			
Balius	Absent		
Commissioner			
Carey	X		
Commissioner			
Osterman	X		
Vice-Mayor			
Daly		X	
Mayor		_	
DuBois	X		

Motion passed 3-1.

Palm Beach County League of Cities Designation of Voting Delegate & Alternates

Motion: A motion was made by Commissioner Osterman to nominate Mayor DuBois as the Voting Delegate for the Palm Beach County League of Cities and Vice-Mayor Daly as an Alternate; Commissioner Carey made the second.

Vote on Motion:

Commission	Aye	Nay	Other
Member		{	
Commissioner			
Balius	Absent		
Commissioner			
Carey	X		
Commissioner			
Osterman	X		
Vice-Mayor			
Daly	X		
Мауог			
DuBois	X		

Motion passed 4-0.

Electronic Barrier Arms for Entrance/Exits at the Marina

Town Manager Maria Davis stated that she provided estimates from various companies for barrier arms at the Marina to the Commission. She stated that staff recommended against the acquisition of gates at that time.

Motion: A motion was made by Commissioner Osterman to deny the acquisition of Electronic Barrier Arms for Entrance/Exits at the Marina; Commissioner Carey made the second.

Vote on Motion:

Aye	Nay	Other
Absent		
X		
	-	
X		
X		
X		
	Absent X X	Absent X X X

Motion passed 4-0.

ADJOURNMENT

There being no further business to come be Commissioner Osterman and seconded meeting adjourned at 9:18 p.m.	efore the Commi by Vice-Mayor	ssion and afte Daly, and b	r a motion to ac y unanimous	ljourn by vote, the
Mayor DuBois				
Deputy Clerk Jessica Shepherd				
Town Clerk Vivian Mendez Town Seal				
Approved on this of, 2008.				

TAB 2

Town of Lake Park Town Commission Agenda Request Form

Meetii	ng Date:	May 7, 3	2008	Agend	la Item No.
[]	PUBLIC HEA	-	d Reading		RESOLUTION
ij	Public Hearin		3	[]	DISCUSSION
[]	ORDINANCE	ON FIR	RST READING	[]	BID/RFP AWARD
[]	GENERAL A	PPROV	AL OF ITEM	[X]	CONSENT AGENDA
[]	Other:				
<u>SUBJ</u>	ECT: Regu	ular Com	nmission Meeting I	/linutes	of April 16, 2008.
Comm	oved by Town	g of Apri	1 16, 2008.	the Mi	Date: 4/08
/)		Date	of Actual Submittal
Origii	nating Depart Town Clerk	tment:	Costs: \$ N/A Funding Source: Acct. #	Date	Attachments: Application, memo
Depar		:	Funding Source:		Attachments: Application,

Summary Explanation/Background:

Minutes



Town of Lake Park, Florida Regular Commission Meeting April 16, 2008 7:30 p.m.

Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, April 16, 2008 at 7:30 p.m. Present were Mayor DuBois, Vice-Mayor Daly, Commissioners Balius, Carey, and Osterman, Attorney Thomas Baird, Town Manager Maria Davis and Town Clerk Vivian Mendez.

A Moment of Silence was observed.

Mayor DuBois led the Pledge of Allegiance.

Town Clerk Vivian Mendez performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

At the request of Town Manager Marian Davis, item #4 was pulled from Consent Agenda and deferred to the next Commission Meeting of May 7, 2008.

Motion: A motion was made by Commissioner Osterman to approve the Agenda as modified; Commissioner Balius made the second.

Vote on Motion:

Commission	Aye	Nay	Other
Member			
Commissioner			
Balius	X		
Commissioner			
Carey	X		
Commissioner			
Osterman	X		
Vice-Mayor			
Daly	X		
Mayor			
DuBois	X		

Motion passed 5-0.

PUBLIC and OTHER COMMENT

Todd Dry, 340 10th St. – stated his concerns about the real estate signage regulations in the Park Avenue Downtown District. He stated that he was looking forward to the Volunteer Appreciation Dinner on May 2, 2008.

Jounne Price, 644 Date Palm Dr. – requested three hours per week of volunteer service from each of the Commissioners for the Citizens on Patrol Program. She stated that the Citizens on Patrol Program may be cut due to lack of membership.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Carey

None

Commissioner Balius thanked everyone who contacted him and sent him cards. He stated that he was well and glad to be back. He stated on the record that he supports the Marina upgrades. He expressed his concerns about the teen curfew issue. He stated that he appreciated the crime report that was provided to the Commission by Captain Douglas Reece. He recommended a bus trip through the Town for Commissioners and residents to make observations and recommendation for the Town.

Town Manager Maria Davis stated that she would set up a bus trip for the Commissioners and residents.

Commissioner Balius asked if any Commissioners would be attending the Florida League of Cities Meeting. He stated that he would like to go but had a doctor's appointment scheduled the day before and may not be able to make it. He stated that he would like to attend the meeting with someone else.

Vice-Mayor Daly welcomed Commissioner Balius back.

Commissioner Osterman noted that the Florida League of Cities was holding an elected officers training for Palm Beach County on April 18, 2008 from 1 p.m. to 4 p.m. She stated that she was informed that there was a break in at Kelsey Market the night before.

Captain Douglas Reece stated that there was a break in at 2:21 a.m. that morning. The security shutters were not closed and the Sheriff's Department did not respond because the alarm permit was not current. He stated that the Sherriff's Department has been holding community meetings and informing business owners and residents about keeping their alarm permits up to date.

Mayor Dubois asked for clarification of the alarm permit.

Captain Douglas Reece explained that the reason for not responding to the break in was incorrect information on the expired alarm permit.

Commissioner Osterman stated that she did not understand why the Sherriff's Department did not respond to a break in because of misinformation on an alarm permit.

Captain Douglas Reece explained that the False Alarm Ordinance passed by the County states that there is no response on an alarm if the permit information is insufficient or incorrect.

Commissioner Osterman recommended reviewing the False Alarm Ordinance as it pertains to the Town.

Mayor DuBois welcomed Commissioner Balius back.

Public Comment Open.

Rubin Young, 11611 West Atlantic Blvd. Coral Springs, FL - stated that he wanted to introduce and recommend Terry Williams Edden who is running for State Senator.

Ms. Edden introduced herself as candidate for State Senator in District 29.

Public Comment Closed.

Attorney Thomas Baird reminded the Commission that a Public Notice would be needed for the bus tour.

Town Manager Maria Davis recommended an Attorney Client Session at the next Commission Meeting of May 7, 2008. She also recommended that the Session begin at 6 p.m.

Attorney Thomas Baird stated that there would need to be a Special Meeting scheduled for 6 p.m. then adjourn to an Attorney Client Session and then reconvene the Special Meeting.

Motion: A motion was made by Commissioner Osterman to approve an Attorney Client Session at the next Commission Meeting of May 7, 2008; Vice-Mayor Daly made the second.

Vote on Motion:

Commission	Aye	Nay	Other
Member			
Commissioner			
Balius	X		
Commissioner			
Carey	X		
Commissioner			
Osterman	X		
Vice-Mayor	-		
Daly	X		
Mayor			
DuBois	X		

Motion passed 5-0.

Town Manager Maria Davis introduced Abubakr Canady as the Town's new Public Works Director.

Mr. Canady introduced himself and thanked the Commission.

Town Manager Maria Davis announced the Great American Cleanup on April 19, 2008 from 9 a.m. to 2 p.m. The Public Works Department will be supervising and coordinating the event. Anyone wishing to volunteer can go to the Public Works Department at 650 Old Dixie Hwy at 8 a.m. She stated that they will be working on Watertower Rd. Additionally there will be the Lake Park Children's Garden on April 19, 2008 at 9 a.m. She stated that this was a grant that Grants Writer Gini Martin acquired. John Moser, Master Gardener with the Palm Beach County Cooperative Extension designed the garden at Lake Shore Park and will be working with the children. Plants and materials will be supplied by Keep Palm Beach County Beautiful. All children are welcome and it was recommended that they bring a trowel, water, and lunch. She

stated that the teens from Lake Park Teen Leadership will be helping Recreation Director Greg Dowling with the planting. She thanked the Public Works Department for their contributions to the garden event.

BOARD APPOINTMENTS

Re-appointments for the Library Board

The following persons were re-appointed to the Library Board:

Peter Braun Lisa Colgan Alice Fullerton

Commissioner Osterman recommended that the board appointment procedure be changed. She stated that she would like to hear board appointees speak and introduce themselves at the Commission Meetings before she casts a vote.

CONSENT AGENDA:

- 1. Proclamation Water Conservation Month
- 2. Proclamation Declaring Therapy Dog Awareness Day May 10, 2008
- 3. Community Development Block Grant (CDBG) Interlocal Agreement
- 4. Job Description for and Accounts Payable/Receivable Coordinator
- 5. Volunteer Dinner Update

At the request of Town Manager Marian Davis, item #4 was pulled from Consent Agenda and deferred to the next Commission Meeting of May 7, 2008.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Daly to approve the Consent Agenda with the exception of item # 4 which was deferred to the next Commission Meeting of May 7, 2008; Commissioner Osterman made the second.

Vote on Motion:

Commission	Aye	Nay	Other
Member			
Commissioner			
Balius	X		
Commissioner			
Carey	X		
Commissioner			
Osterman	X		
Vice-Mayor			
Daly	X		
Mayor		-	
DuBois	X		

DISCUSSION AND POSSIBLE ACTION

Grant Application for Land Acquisition for Parcels around the Ball Fields RESOLUTION NO. 25-04-08

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO SUBMIT A FUNDING PROPOSAL TO THE FLORIDA COMMUNITY TRUST FOR THE PURPOSE OF RENOVATING AND FURTHER DEVELOPING THE BERT BOSTROM PARK (ALSO KNOWN AS THE 6TH STREET BALL FIELDS) FOR THE BENEFIT OF THE CITIZENS AND CHILDREN OF THE TOWN.

Town Manger Maria Davis stated that the Town has an opportunity to apply for a grant to the Florida Communities Trust. The organization's primary function is to preserve green space particularly in relation to an existing park. Certain areas have been noted in the Town's Comprehensive Plan that the Town would like to expand into recreation park space. Staff provided its recommendations for the grant application to expand the green space around the park (see Exhibit "A"). She stated that it does not happen by eminent domain. If the Town applies, Florida Communities Trust will contact the property owners to negotiate and execute the land acquisition.

Vice-Mayor Daly asked what the first step in the process would be.

Town Manager Maria Davis stated that letters would be sent to property owners asking if they are interested in selling their property.

Grants Writer Gini Martin explained the process of applying with Florida Communities Trust. She stated that Florida Communities Trust would then approach the owners and negotiate a sale price based on the appraisal of the property. There are property appraisers on staff that would do a current market value of the property and negotiate a sales price for the Town. Monies from the grant would be utilized to purchase the property and there is no match required.

Motion: A motion was made by Commissioner Carey to approve Resolution No. 25-04-08 authorizing the Town Manager to submit a Grant Application to Florida Communities Trust for Land Acquisition of Parcels around the Ball Field; Commissioner Balius made the second.

Vote on Motion:

Commission	Aye	Nay	Other
Member			
Commissioner			
Balius	X		
Commissioner			
Carey	X		
Commissioner			
Osterman	X		

Vice-Mayor		
Daly	X	
Мауог		
DuBois	X	

Motion passed 5-0.

Schedule for Budget Workshops and Hearings

Town Manager Maria Davis explained that the Budget Workshop would only take one evening. She recommended July 23, 2008 for a Budget Workshop and to tentatively schedule the Budget Hearing between September 3 and September 18, 2008. She also suggested one Commission Meeting and one Budget Workshop Meeting for the month of July.

The Commission came to consensus to have one Commission Meeting on July 16, 2008 and the Budget Workshop on July 23, 2008 at 6 pm.

Town Manager Maria Davis recommended August 6, 2008 for the CRA Budget Workshop.

ADJOURNMENT

There being no further busin Commissioner Osterman ar meeting adjourned at 8:03 p	nd seconded by	ore the Commi Vice-Mayor	ssion and af Daly, and	ter a motion to a by unanimous	adjourn by vote, the
Mayor DuBois					
Deputy Clerk Jessica Shephe	rd				
Town Clerk Vivian Mendez					
Town Seal					
Approved on this of	, 2008.				

TAB 3

Town of Lake Park Town Commission Agenda Request Form

Meeti	ng Date: May 7, 2008			Agenda Item No.
[]	PUBLIC HEARING Ordinance on Second	d Reading	[]	RESOLUTION
[]	Public Hearing	- · · · · · · · · · · · · · · · · · · ·	[]	DISCUSSION
[]	ORDINANCE ON FIR	RST READING	[]	BID/RFP AWARD
[]	GENERAL APPROVA	AL OF ITEM	[x]	CONSENT AGENDA
[]	Other:			
SUBJ flatwo 03C-7	ork at Lake Shore Pai	ct to S & F Cons	tructior Beach (n, Inc to construct concrete County School District Bid #
to S&	OMMENDED MOTION F Construction, Inc to ing Palm Beach Coun	o construct cond	crete fla	pprove the Award of Contract twork at Lake Shore Park 03C-75A
uunzı		- /)	
	oved by Town Manager	1000	25	Date: 4/28/88
Appro		1000	25	1/20/20
Appro Origi	oved by Town Manager	M. Ja	35 Park	Date: 4/28/88
Origi Depa	oved by Town Manager	Costs: \$ 19,902.3 Funding Source: P Renovation Project	35 ark 01	Attachments: Palm Beach County School District Bid # 03C-

Summary Explanation/Background:

In 2007, work began on the revitalization of Lake Shore Park. The project included the removal of non-suitable vegetation and soil, the installation of a new irrigation system, lighting, the installation of benches and new landscape material (turf, trees, shrubs)

The continuation of the Lake Shore Park Renovation Project will focus on the northern section of the park, from the tennis courts to the Intracoastal. As part of the revitalization of the park, new concrete flatwork is to be installed adjacent to the reconstructed seawall. This contract is to install approximately 2500 square feet of concrete flatwork within the park and in accordance with approved plans.

2180 S.E. 1st Street • Boynton Beach, FL 33435 • (561) 737-4175 • Fax (561) 369-1445

PROPOSAL SUBMITTED TO:	CELL:	722-9379	DATE:	04/15/2008	
Town of Lake Park	· FAX:	881-3349	ATTN:	Mr. Howard Butts	
STREET	JOB NAM				
650 Old Dixie Highway	Seaw	Seawall and uplands remediation REVISED			
CITY, STATE, ZIP CODE		LOCATION			
Lake Park, FL 33403	Lakeshore Drive, Lake Park FL				

We hereby submit specifications and estimates for. Concrete Services Contract 03C-75A

ZONE	ONE 1				
NO.	DESCRIPTION FLATWORK	EST. QUANTITY	UNIT PRICE	TOTAL AMOUNT	
1	Excavate and stockpile	0.00 cy	\$10.00 cy	\$0 .00	
2	Fine grade	2,525.00 sf	\$2.50 sf	\$6,312.50	
3	Concrete 2500 PSI regular finish and place	35.00 cy	\$125.00 cy	\$4,375.00	
4	Light broom finish	2,525.00 sf	\$0.35 sf	\$883.7 5	
5	Vapor barrier	360.00 sf	\$0.06 sf	\$ 21.60	
6	6 x 6, 10/10 W.W.F. furnish and place	2,525.00 sf	\$0.20 sf	\$505 .00	
7	Reinforcing, steel grade 60, furnish and place	164.00 lb	\$0.50 lb	\$82.00	
8	Formwork, 4" thick	305.00 lf	\$4.00 lf	\$1,220.00	
9	Formwork, 6" thick	245.00 lf	\$4.50 lf	\$1,102.50	
10	Cost per lineal foot for temporary fencing	300.00 lf	\$8.00 If	\$2,400.00	
11	Cost per cubic yard for backfill	0.00 cy	\$15.00 cy	\$0.00	
12	Cost for furnishing / installation of sod	0.00 sf	\$0.50 sf	\$0.00	
13	Concrete, each 500 PSI increase over 2500 PSI	175.00 cy	\$3.00 cy	\$525.00	
14	Concrete, increase for pump mix	0.00 cy	\$15.00 cy	\$0.00	
15	Pump, concrete for placing pump mix	0.00 hr	\$100.00 hr	\$0 .00	
· 16	Header curb, type C, furnish and install	0.00 lf	\$24.00 if	\$0 .00	
17	Hourly labor rate (Install 4 loads crushed concrete, saw cutting and expansion joints)	55.00 hr	\$45.00 hr	\$2,475.00	
·	·	Total	Expenditure:	\$19,902.35	

We propose hereby to furnish material and labor – complete in accorda	ance with above specification, for the sum of :
Nineteen thousand nine hundred two dollars and 35/10	
Payment to be made as follows: Invoice to be submitted upon completion; payment within the	irtv davs
Invoice to be submitted upon completion, payment within the	1-
Authorized Signature_	(president)
Term Contract To:	06/09/08

SCHOOL DISTRICT OF PALM BEACH COUNTY PURCHASING DEPARTMENT

INVITATION TO BID

West Palm Beach, FL 33406-5813	Bidder Acknowledgement				
BID NO. 03C-75A BID TITLE: TERM CONTRACT FOR CONCRETE AND CON	Date: March 12, 2003 CRETE SERVICES				
Bids Must be Received no later than 2:00 P.M. April 2, 2003 at	which time bids will be opened.				
Vendor Namo: S&F Construction Inc. Vendor Mailing Address: 2180 SE 1st St.	Terms: Net 30 Dalivery 30 calendar days after				
City-State-ZipCode: Boynton Beach, Florida 33435	receipt of order. FELD No. (SS #) 59-2499604				
(561) 737-4175 (cell) 722-418	Fax Number. (561) 369-1445 endor Web Address:				
JimfordSFConst@AOL.com					
ANTI-COLLUSION: The signed elider certifies that he or she has not divulged colluded with any other elider or parties to a bid whatever. (NOTE: No premit delivery of material. Any such violation will result in the cancellation and/or reached Signature (Manual) Authorized Signature (Manual)	discussed or compared his or her bid with other bidders and has not ms, rebates or gratuities permitted either with, prior to, or after any jurn of materials (as applicable) and the removal from the bid list(s). im Ford President horized Signature (Type or Printed) and Title				

INVITATION TO BID

This invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

PURPOSE It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for the School District of Palm Beach County, Florida, hereinalter referred to as the District.

SEALED BIDS: Sealed bids will be received in the Purchasing Department until the date and time as indicated above. Bids will be opened publicly in the Purchasing Department and all bidders and general public are invited to attend. All bids shall be submitted in sealed envelopes, mailed or delivered to the School District of Palm Beach County, Purchasing Department, 3326 Forest Hill Boulevard, Suite A-323. West Palm Beach, Ft. 33406-5813. Outside of envelope shall plainly identify bid by. BID NUMBER, TITLE and TIME and DATE OF BID OPENING. It is the sole responsibility of the bidder to ensure their bid reaches the Purchasing Department on or before the closing date and hour as shown above.

BOARD'S ACCEPTANCE. Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of bids

AWARDS. In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any irregularity or minor fechnicalities in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

SEALED BIOS: One copy of this executed Invitation to Bid page and Bid Summary page(s) must be returned with the bid in order for the bid to be considered for award. All bids are subject to all the conditions specified heroin; all General Conditions. Special Conditions on the attached bid documents; and any addendal issued thereto. Any failure on the part of the bidder to comply with the specifications, terms and conditions of this invitation to Bid shall be reason for termination of contract.

- EXECUTION OF BID: Bid must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All bids must be completed in fink or typewritten Corrections must be initialed by the person signing the bid. Any corrections not initialed will not be labulated. The original bid conditions and specifications cannot be changed ar altered in any way. Altered bids may not be considered. Clarification of ords submitted shall be in letter form, signed by the bidders and attached to the bid.
- NO BID: If not submitting a bid, respond by returning the enclosed <u>Statement of No Bid</u> form and explain the reason. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated bid opening date and hour.
- PRICES QUOTED: Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid funless otherwise stated in special conditionsr Discounts for prompt payment Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to the any item or items in with any other item or items. Cash of quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
- TAXES: The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificato No. 03 00009-22-60 and Federal Excise Tax No. 33-74-0257F appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the Improvements of School District-owned real property as defined in Chapter 192 of the Fiorida Statutes.
- MISTAKES. Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
- Bidder warrants by virtue of bidding that prices shall remain firm for a period of nimety (90) days from the date of Board approval or time stated in apecial conditions
- USE OF OTHER CONTRACTS. The District asserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1 012 (6) in lieu of any ofter received or award made as a result of this bid. If It is in the bast interest to do so. The District also reserves the right to separately bid any single order or to purchase any term on this bid if it is in its best interest to do so.
- CONDITIONS AND PACKAGING. It is understood and agreed that any item effered or shipped as a result of this bid shall be new (current for slorage or shipment, and all pincus shall include standard commercial packaging.
- UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or ne-damination tosting where such has been established by UL for the items offered and furnished.



BID SUMMARY SHEET

THIS BID SUMMARY SHEET MUST BE USED TO SUBMIT PRICES, PRICES SUBMITTED IN ANY OTHER FORMAT SHALL NOT BE ACCEPTED. BID MUST INCLUDE, IN ADDITION TO MATERIALS; LABOR, INSTALLATION, HARDWARE AND DELIVERY COST AS DETAILED IN SPECIFICATIONS.

ZONI	E 1			
NO.	DESCRIPTION	EST. QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	FLATWORK Excavate and Stockpile	800 cy	\$10.00 CY	\$ 8000.00
2	Fine Grade	100,000 sf	\$ 2.50 si	\$250,000
3	Concrete 2500 PSI Regular Finish and Place	1,200 cy	\$125.00cy	\$ 50,000.
4	Light Broom Finish	100,000 sf	\$.3561	\$ 35,000.0
5	6x6, 10/10 W.W.F. Furnish and Place	20,000 sf	\$.20sf	\$ 4,000.0
6	Formwork, 4" thick	30,000 If	\$ 4.001	\$ 20,000.0
7	Formwork, 6" thick	10,000 11	\$ 4.501	\$ 45,000.00
8	Concrete, each 500 PSI increase over 2500 PSI	400 cy	\$ 3.00cy	\$ 1,200.0
9	Concrete, increase for pump mix	600 cy	\$ 15.00cy	\$ 9,000.0
10.	Pump, Concrete for Placing Pump Mix	100 hr	\$100.00hr	\$10,000.0
Sub Total - Flatwork Costs - Zone 1				

ZON	1			,
NO.	DESCRIPTION	EST. QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	SLAB ON GRADE Excavate and Stockpile	200 cy	\$ 10.00cy	\$2,000.00
2	Fine Grade and compact	20,000 sf	\$ 2.25sf	\$45,000.0
3	Sail Paisoning	20,000 sf	\$.25sl	\$ 5,000.0
4	Concrete, Regular, Furnish and Grade	400 cy	\$115.00cy	\$46,000.0
5.	Trowel Finish, Including Sealer	20,000 sf	\$.50sf	\$10,000.1
6	6x6, 10/10 W.W F. Furnish and Place	20,000 sf	\$.20sf	\$ 4,000.0
7	Reinforcing Steel, Grade 60, Furnish and Place	4,000 lb	\$.50lb	\$ 2,000.0
8	Formwork, Edge Forms	2,000 sfca	\$ 5.08fca	\$10,000.0
9	Vapor Barrier	20,000 sf	\$.06sf	\$ 1,200.0
10.	Concrete, Each PSI Increase over 2500 PSI	400 cy	\$ 3.00cy	\$ 1,200.0
11.	Concrete, Increase for Pump Mix	200 cy	\$ 15.00cy	\$ 3,000.0
12	Pump, Concrete for Placing Pump Mix	40 hr	\$100.00hr	\$ 4,000.0
	Sub Total - Slab on Grade Costs	- Zone 1		\$133,400.

		EST. QUANTITY	UNIT PRICE	TOTAL
i	CURB AND GUTTER Curb and Gutter, Type "A" Mountable, Furnish and Install	200 If	\$ 25.0011	\$ 5,000.
2.	Curb and Gutter Type "F", Furnish and Install	400 If	\$ 25,00lf	\$10,000.
3	Header Curb, Type "C", Furnish and Install	20,000 sf	\$ 24.00sf	\$480,000

GRAND TOTAL - ZONE 1 (Flatwork, Slab on Grade and Curb and Gutter inclusive) \$1,260,600.00

ZONI	E 2				
NO.	DESCRIPTION	EST. QUANTITY	UNIT PRICE	TOTAL AMOUNT	
1.	FLATWORK Excavate and Stockpile	200 cy	\$ 11.00y	\$ 2,200.0	
2	Fine Grade	25,000 sf	\$ 2.755	\$68,750.0	
3	Concrete 2500 PSI Regular Finish and Place	300 cy	\$37.00cy	\$41,100.0	
4	Light Broom Finish	25,000 sf	\$.38sf	\$ 9,500.0	
5	6x6, 10/10 W.W.F. Furnish and Place	5,000 sf	\$.2251	\$ 1,100.0	
6	Formwork, 4" thick	8,000 If	\$ 4.5011	\$36,000.0	
7	Formwork, 6" thick	3,000 If	\$ 5.001	\$15,000.0	
8	Concrete, each 500 PSI increase over 2500 PSI	100 cy	\$ 3.50 cy	\$ 350.0	
9	Concrete, increase for pump mix	150 cy	\$ 16.00cy	\$ 2,400.00	
10	Pump, Concrete for Placing Pump Mix	25 hr	\$100.00 hr	\$ 2,500.0	
	Sub Total - Flatwork Costs - Zone 2				

ZONE	2			
NO.	DESCRIPTION	EST. QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	SLAB ON GRADE Excavate and Stockpile	50 cy	\$11.00 cy	\$ 550.00
2.	Fine Grade and compact	5,000 sf	\$ 2.50 sf	\$12,500.0
3	Soil Poisoning	5,000 sf	\$.30 sf	\$ 1,500.0
4	Concrete, Regular, Furnish and Grade	100 cy	\$ 125.059	\$12,500.0
5	Trowel Finish, Including Sealer	5,000 sf	\$.55 sf	\$ 2,750.0
6	6x6, 10/10 W.W.F. Furnish and Place	5,000 sf	\$ _22 sf	\$ 1,100.0
7	Reinforcing Steel, Grade 60, Furnish and Place	1,000 lb	\$.55 lb	\$ 550.0
8	Formwork, Edge Forms	500 sfca	\$ 5.50sfca	\$ 2,750.0
9	Vapor Barrier	5,000 sf	\$.07 sf	\$ 350.0
10	Concrete, Each PSI Increase over 2500 PSI	100 cy	\$ 3.30 cy	\$ 330.0
11	Concrete, Increase for Pump Mix	50 cy	\$16.50 cy	\$ 825.0
12	Pump, Concrete for Placing Pump Mix	10 hr	\$100.0mr	\$ 1,000.0
Sub Total - Slab on Grade Costs - Zone 2				

ZONE	2			
NO	DESCRIPTION	EST. QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	CURB AND GUTTER Curb and Gutter, Type "A" Mountable, Furnish and Install	50 If	\$28.0011	\$1,400.0
2	Curb and Gutter Type "F", Furnish and Install	100 If	\$28.001	\$2,800.0
3.	Header Curb, Type "C", Furnish and Install	100 sf	\$27,00 sf	\$2,700.0
	Sub Total - Curb and Gutter Co	sts - Zone 2		\$6,900.0

GRAND TOTAL - ZONE 2 (Flatwork, Slab on Grade and Curb and Gutter inclusive) \$ 222,505.00

BIDDERS PLEASE NOTE: All price quotes <u>must</u> be completed in ink or typed, all price changes i e white outs or cross-outs <u>must</u> be initialed, otherwise price quotes shall not be accepted.

ADDITIONAL INFORMATION (Not included in bid award tabulation)

Cost per cubic yard for tree removal Cost per cubic yard for backfill Cost per lineal foot for temporary fencing Additional Cost for furnishing / installation of Sod Additional Cost for installation of Sod only Hourly Labor Rate	\$ 75.00 \$ 15.00 \$ 8.00 \$ 50 /sq. ft. \$ 25 /sq. ft. \$ 45.00 /per hr.
VARIANCES. State any variances, however slight, to the above specifications.	

Kim Alexander

From: Kimberly Baird [bairdk@palmbeach.k12.fl.us]

Sent: Friday, October 12, 2007 11:31 AM

To: Kim Alexander Subject: RE: 03C-75A pdf

Hi Kim,

This is the current contract in place for the concrete services. It doesn't expire until June 2009. I added the awarded tabulation

Thanks-Kim

From: Kim Alexander [mailto:kalexander@lakeparkflorida.gov]

Sent: Friday, October 12, 2007 10:48 AM

To: Kimberly Baird

Subject: RE: 03C-75A.pdf

Kimberly, I received the information, however what I am requesting is a copy of a contract that is in place with you for concrete work so that we can piggyback off of it. Thanks, Kim

----Original Message----

From: Kimberly Baird [mailto:bairdk@palmbeach.k12.fl.us]

Sent: Friday, October 12, 2007 10:01 AM

To: Kim Alexander **Subject:** 03C-75A.pdf

Hi Kim

Here is the information that you requested.

Thanks-Kim

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Joseph M. Moore, Chief Operating Officer
Rent will approved per School Board Policy 6 14

IN /ITATION NO 03C-75PA - TERM CONTRACT FOR CONCRETE & CONCRETE SERVICES

DATE March 30, 2007
TERM CONTRACT PERIOD: June 10, 2007 through June 9, 2008
DEPARTMENT, Various FUNCTION 8102 OBJECT 6701 FUND 3708
FUNDING SOURCE Capital Budget - Remodeling and Renovations
REQUESTING DEPARTMENT: Maintenance and Plant Operations

FINANCIAL IMPACT

The financial impact to the Capitol Fund budget is estimated at \$400,000. The source of funds is the Maintenance and Plant Operations department budget.

CONTRACT RENEWAL

Term Contract No. 03C-75PA was awarded by Board action on April 7 2003, to S & F Construction for two years from June 10, 2003 through June 9, 2005 with the option to renew for three additional one-year periods.

The first option to renew was exercised for the puriod June 10, 2005 through June 9, 2006.

The second option to renew was excercised for the period June 10, 2006 through June 9, 2007

The Inird and final option to renew is now being exercised for the period June 10, 2007 through June 9, 2008.

S & F Construction has agreed to honor terms, conditions and pricing of existing contract for the forth-corning contract period

Services to be performed include flat-work, stab on grade, curbs, and gutters.

RECOMMENDATION:

Based on satisfactory performance during the past contract period, it is recommended that the Term Contract for Concrete and Concrete Services be renewed with S & F Construction for the period June 10, 2007 through June 9, 2008.

Note. Original RFP / Bid document is available upon request

SS SAMAIS.ps

Palm bach County - Done inhouse Engineering 684-4000 P.B.ch. Cuty School Dist- andy 434-82/6 Concrete ord in place-bending wa e-mail

SCHOOL DISTRICT OF PALM BEACH COUNTY PURCHASING DEPARTMENT 3326 Forest Hill Boulevard, Suite A-323 West Palm Beach, FL 33406-5813

INVITATION TO BID Bidder Acknowledgement

	100 0010						
BID NO03C-75A		Date: March 12, 2003					
BID TITLE: TERM CONTRACT FOR CONCRETE AND CONCRETE SERVICES							
Bids Must be Received no later than 2:0	00 P.M. April 2, 2003 at which tin	ne bids will be opened.					
Vendor Name:		Terms;					
Vendor Mailing Address:		Delivery calendar days after receipt of order.					
City - State - Zip Code:		F.E.I.D. No. (S.S. #)					
Area Code/Telephone Number:	Toll Free Number:	Fax Number:					
Vendor E-Mail Address:	Vendor W	ab Address:					
ANTI-COLLUSION: The signed bidder certifies that he or she has not divulged, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to a bid whatever. (NOTE: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid list(s).							
Authorized Signature (Manual)	Authorized S	Ignature (Type or Printed) and Title					

INVITATION TO BID

This invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this Invitation to secure blds for Item(s) and/or services as listed herein for the School District of Palm Beach County, Florida, hereinafter referred to as the District.

SEALED BIDS: Sealed bids will be received in the Purchasing Department until the date and time as indicated above. Bids will be opened publicly in the Purchasing Department and all bidders and general public are invited to attend. All bids shall be submitted in sealed envelopes, mailed or delivered to the School District of Palm Beach County, Purchasing Department, 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813. Outside of envelope shall plainly identify bid by: BID NUMBER, TITLE and TIME and DATE OF BID OPENING. It is the sole responsibility of the bidder to ensure their bid reaches the Purchasing Department on or before the closing date and hour as shown above.

BOARD'S ACCEPTANCE: Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of bids for acceptance of its bid by the Board.

AWARDS: In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any irregularity or minor technicalities in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

SEALED BIDS: One copy of this executed invitation to Bid page and Bid Summary page(s) must be returned with the bid in order for the bid to be considered for award. All bids are subject to all the conditions specified herein; all General Conditions, Special Conditions on the attached bid documents; and any addenda issued thereto. Any failure on the part of the bidder to comply with the specifications, terms and conditions of this invitation to Bid shall be reason for termination of contract.

- 1. EXECUTION OF BID: Bid must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All bids must be completed in ink or typewritten. Corrections must be initialed by the person signing the bid. Any corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids may not be considered. Clarification of bids submitted shall be in letter form, signed by the bidders and attached to the bid.
- NO BID: If not submitting a bid, respond by returning the enclosed "Statement of No Bid" form and explain the reason. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated bid opening date and hour.
- 3. PRICES QUOTED: Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
- A. TAXES: The School District of Palm Beach County, is exempt from any taxes Imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 03-00009-22-60 and Federal Excise Tax No. 59-74-0257F appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the Improvements of School District-owned real property as defined in Chapter 192 of the Florida Statutes.
- B. MISTAKES: Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
- C. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of Board approval or time stated in special conditions.
- D. USE OF OTHER CONTRACTS: The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012 (6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
- E. CONDITIONS AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be sultable or storage or shipment, and all prices shall include standard commercial packaging.
- F. UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

- DELIVERY: Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.
- BRAND NAMES: Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

- QUALITY: The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
- SAMPLES, DEMONSTRATIONS AND TESTING:

 A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.
 - When required, the District may request full demonstrations of any units bid prior to the award of any contract.
 - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any malerials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.
- INSPECTION AND ACCEPTANCE: The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall fire with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.
- DEFAULT PROVISION: In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.
- 10. COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any ench violation. any such violation.
- MANUFACTURER'S CERTIFICATION: The District reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.
- BID ABSTRACTS: Bidders desiring a copy of bid tabulation may request it by enclosing a self-addressed, stamped envelope with bid.
- OCCUPATIONAL HEALTH AND SAFETY: **Vendor**, as a result of award of this bid, delivering any toxic substances item as defined in Florida Statute L442.102(21) shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall **be** provided with initial shipment and shall be revised on a timely basis **as** appropriate.

The MSDS must include the following information

- The chemical name and the common name of the toxic substance.
- The hazards or other risks in the use of the toxic substance, including:
 - The potential for fire, explosion, corrosively and reactivity; The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- The emergency procedure for spills, fire, disposal and first aid.
- A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

- Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.
- 14. OSHA: The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 15. ANTI-DISCRIMINATION: The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportuni-ty for all persons without regard to race, color religion, sex or national origin.
- ADVERTISING: In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School District.
- 17. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the School Board of Palm Beach County. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the bidder's firm or any of its branches.
- DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on
- 19. LEGAL REQUIREMENTS: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, proposer(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of the School District Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
- 20. SIGNED BID CONSIDERED AN OFFER: This signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder after such acceptance, the District may take such action as it deems appropriate including legal action for damages or specific performance.
- LIABILITY, INSURANCE, LICENSES, AND PERMITS: Where bidders are required to enter or go onto School District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their bid, further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Not withstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
- SPECIFICATIONS: Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
- 23. BID BONDS AND PERFORMANCE BONDS: Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
- PAYMENT: Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.
- SPECIAL CONDITIONS: Any and all Special Conditions that may vary from these General Conditions shall have precedence.

(Rev. 2/2001)

SPECIAL CONDITIONS

- A. <u>SCOPE</u>: The purpose and intent of this invitation to bid is to secure firm pricing establishing a term contract for the purchase of **CONCRETE AND CONCRETE SERVICES**, as specified herein.
- B. <u>DELIVERY</u>: Materials in this invitation to bid are for various schools and departments located throughout Palm Beach County and <u>are not</u> for delivery to any single location. Deliveries are to be FOB destination, as per purchase order.
- C. AWARD: Contract will be awarded to the lowest and best bid from a responsive, responsible bidder unless a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified M/WBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived.

The Board reserves the right to use the next lowest bidder(s) in the event the original awardee of the bid cannot fulfill their contract, subject to the terms and conditions of M/WBE awards as provided herein. The next lowest bidder's prices must remain the same as originally bid and must remain firm for the duration of the contract.

It is anticipated that this bid will be awarded at the May 21, 2003 Board meeting.

D. M/WBE GOAL: The Goal Setting Committee has established a 5% bid preference for participation/-utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the Palm Beach County School District's Office of Diversity in Business Practices, 3322 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508.

- E. <u>TERM OF CONTRACT</u>: The term of this contract shall be from June 10, 2003 through June 9, 2005 the date of award, and may, by mutual agreement between the School Board and the awardee, be renewable for three additional one-year periods. The Board, through the Department of Purchasing, will, if considering to renew, request a letter of intent to renew from the awardee 90 days prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee will be notified when the recommendation has been acted upon by the Board. All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing their bid.
- F. <u>FUNDING OUT, TERMINATION, CANCELLATION</u>: Florida School Laws prohibit School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this bid and must be agreed to by all bidders:

The School Board may, during the contract period, terminate or discontinue the items covered in this bid only at the end of the School Board's then current fiscal year upon 90 days prior written notice to the successful bidder.

Such prior written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. Agreement not to replace the equipment being terminated with equipment with functions similar to those performed by the equipment covered in this bid from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of all further obligations in any way related to such equipment covered herein".

This completed statement must be included as part of any lease agreement submitted by the successful bidder. No lease will be considered that does not include this provision for "funding out".

- G. <u>BIDDERS RESPONSIBILITY</u>: Before submitting their bid, each bidder is required to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.
- H. QUANTITIES: The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period.
- I. OCCUPATIONAL LICENSE/CERTIFICATE OF COMPETENCY: By submitting a bid, each bidder certifies that they possess a current certificate of competency issued by the State of Florida or the Palm Beach Construction Industry Licensing Board or a current Occupational License. The occupational license shall be issued for the services being bid herein. A photocopy of the license or certificate should be submitted with bid or within 48 hours after request.
- J. <u>SITE INSPECTION/ESTIMATE</u>: Subsequent to issuance of a purchase order, the following procedure shall be followed:
 - When an area needs to be coated, the School District will notify the contractor. Notification will include name and address of school, name and telephone number of the contact person (if applicable) and areas at school where work is to be completed.
 - 2. Within five work days after job notification, contractor shall make a site inspection and provide a written proposal based on prices on the Bid Summary Sheet to the requesting department. Contractor must also indicate date they can commence work and the number of work days needed to complete work.
 - a. Contractor shall also utilize site inspection to determine if there are any discrepancies from the bid and project specifications and drawings that are to be provided by District prior to site inspection.
 - b. During site inspection if the contractor detects or anticipates a problem would affect the project, they shall <u>immediately</u> notify the requesting department. Surface conditions which require more than 1/2" of leveling shall be identified at the time of site inspection. This verbal report shall be followed by a written report within five work days.
 - The applicable department shall forward the approved proposal to the Purchasing Department and prepare a properly executed requisition. Scheduled commencement and completion dates must be shown on the requisition.
 - 4. The Purchasing Department will issue a purchase order. Upon receipt of the purchase order, contractor is authorized to proceed with project.

Unless unforeseen circumstances occur, changes shall not be permitted after proposal has been accepted and purchase order has been issued. Any requests for a change order <u>MUST</u> be approved by the Purchasing Department.

The request for quotation shall not constitute a commitment to perform any project work. A purchase order issued by the Purchasing Department is the contractor's authorization to proceed.

K. <u>SCOPE OF WORK</u>: The successful bidder (hereinafter referred to as the contractor) shall furnish, at their expense, all labor (including supervisors) equipment, machinery, tools, materials, concrete, transportation, and other services necessary to fully construct/install the concrete work according to the specifications and purchase orders.

The contractor shall be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result for their operations so that work sites are neat and orderly at all times. All rubbish, scrap, etc., shall be transported form the premises. NO rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

Safeguarding of all equipment, tools, materials, etc., at the work site is the contractor's responsibility.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operations at the work site.

Contractor shall correct any and all damage caused by their operations to the owner's satisfaction at no additional cost to the District.

The contractor shall have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the Contractor's behalf.

The contractor shall be responsible for the appearance of all working personnel assigned to the projects are appropriately dressed at all times.

The contractor shall correct or replace all damaged water lines, sanitary lines, sprinkler systems, electrical lines, curbs, sidewalks, streets, buildings, parking lots, grassed areas, etc., broken or damaged as the result of the contractor's operations. This shall also include the correcting and reworking of all sod or grassed areas damaged due to their operations. These repairs shall be completed in accordance with state or county codes and the School District. (It should be noted that some installations may occur in areas that are not readily accessible to vehicular traffic and that it is the contractor's responsibility to advise the project manager of the method they intend to use in performing the installation.

L. <u>INSPECTIONS</u>: The School District will provide inspections for concrete projects. The District's inspector will be provided by Department of Maintenance and Plant Operations/Program Management and said inspector will also act as the owner's representative.

Contractors shall contact the District's inspector/representative following completion of a project and establish a time for owner's inspection/representative to make the final inspection. At time of final inspection, contractors or their representative(s) shall be present at work site.

All final inspections, acceptance, check-outs, etc. shall be made by the District's inspector and any public authority representative required to ensure that work has been executed in accordance with specifications and all applicable codes.

If required, contractors shall be responsible for notification of any public authority having jurisdiction on this project as to time and place of final inspection.

- M. <u>TIME OF COMPLETION</u>: All projects should be completed on a continuous basis. Lags or gaps in the task time schedule for any project assigned under the provisions of this contract shall not be acceptable and may, at the District's discretion be grounds for termination of this contract.
- N. <u>INSURANCE REQUIREMENTS</u>: Proof of the following insurance will be furnished by the awarded bidders to the School District of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County's Purchasing Department, ATTN: George Pratt, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with a bid amount of \$500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

- 1 WORKERS' COMPENSATION: Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
- 2. COMMERCIAL GENERAL LIABILITY: Awarded bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. BUSINESS AUTOMOBILE LIABILITY: Awarded bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

- O. <u>INDEMNIFICATION / HOLD HARMLESS AGREEMENT</u>: Awarded bidders shall, in addition to any other obligation to indemnify the School District of Palm Beach County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
 - bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
 - violation of law, statute, ordinance, governmental administration order, rule regulation, or infringement of patent rights by contractor in the performance of the work; or
 - 3. liens, claims or actions made by the contractor of any subcontractor of other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the School District of Palm Beach County to enforce this agreement shall be borne by the contractor.

Awardee(s) recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.

- P. <u>SEALED BID REQUIREMENTS</u>: The "<u>INVITATION TO BID</u>" bidder's acknowledgement sheet must be completed, signed, and returned. In addition, the Bid Summary Sheet page(s) on which the bidder actually submits a bid, needs to be executed and submitted with this bid. Bids received that fail to comply with these requirements shall not be considered for award.
- Q <u>BID ITEM OFFERED</u>: If bidding other than the make and model specified in the bid item on the Bid Summary Sheet, then the complete make and model number of the item offered must be indicated in the space provided on the Bid Summary Sheet(s). Failure to indicate a complete make and model number for the item offered in the space provided will represent that the bidder is bidding the make and model specified in the bid item.
- R. <u>WARRANTY</u>: Items bid by the successful vendor in accordance with the specifications herein shall be guaranteed to be free from defects in workmanship and/or materials for a period of one year. The successful vendor further agrees to repair and/or replace any and all items that may become defective during the warranty period at no additional cost to the School District. This includes cost of freight pick-up and delivery.
- S. <u>CONTRACT</u>: The submission of your bid constitutes an offer by the bidder. Upon acceptance by the District, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the District. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued or accepted.

- T. <u>SPECIAL ACCOMMODATION</u>: Any person requiring a special accommodation at the bid opening because of a disability should call the person named in the Special Condition PP prior to the bid opening. If you are hearing or speech impaired, please contact the person named by using the Florida Relay Service which can be reached at 1-800-955-8771 (TDD).
- U. <u>USE OF OTHER CONTRACTS</u>: The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012 (6) in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
- V. <u>JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT</u>: All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

- W. <u>INSPECTION AND READING OF BID</u>: As per Florida Statute <u>119.07(3)(0)</u> the reading of this bid is hereby waived until such time as the agency provides notice of a decision or intended decision pursuant to S. <u>120.57(3)</u> or within ten days after bid or proposal opening, whichever is earlier.
- X. <u>CORRECTIONS</u>: All corrections of unit prices must be initialed by the same person signing the bid. This includes the use of correction fluid (white out) or any other method of correction. See General Condition 1, Execution of Bid, for acceptable means of correction.
- Y. POSSESSION OF FIREARMS / DRUG FREE WORKPLACE: Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in General Condition 19, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.

Z. <u>ASSIGNMENT</u>: The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District.

AA. ORDERING PROCEDURE:

Specific Items: After approval of contract award by the School Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which items / services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order. Unless otherwise specified, entire shipment must be completed within 60 days.

- BB. PAYMENT TERMS: The District's payment terms are net 30 days. Payment will not be processed until the following occurs:
 - The complete and satisfactory receipt of all items ordered on a purchase order.
 - 2. The receipt of a properly billed invoice in the Accounting Services Department.
 - 3. The issuance of a change order for unit price increase, quantities ordered, and/or items substituted.

Invoices to the School District MUST include the following to permit verification of prices and expedite payment to vendors. Therefore, every invoice MUST list the items below where applicable:

- 1. Purchase order number.
- 2. Name and address of vendor, a unique invoice number and date of shipment.
- 3. Description of item ordered, model number and manufacturer.
- 4. Line item unit price, quantity, and description as reflected on our purchase order.
- 5. Line item total or extended price, minus bid discount as listed on our purchase order.
- 6. Name and address of the location where merchandise was delivered.
- All original invoices must be mailed to Accounting Services/Accounts Payable as listed on the right top corner of the purchase order.

Failure to correctly invoice in accordance with these guidelines may result in delay of payment. No payment will be made on partial shipments.

- CC. <u>WITHDRAWAL</u>: A bidder may not withdraw a bid after the final call for bids at a designated time of opening. When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and their request will be reviewed for consideration. In no case shall a bidder be granted a release from their bid or proposal more than one (1) time in a two (2) year period without penalty.
- DD. <u>PUBLIC ENTITY CRIMES</u>: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

EE. <u>DEFAULT</u>: In the event that the awarded vendor should breach this contract, the Board reserves the right to seek all remedies in law and/or in equity.

- FF. CANCELLATION: In the event any of the provisions of this bid are violated by the awarded vendor, the Superintendent or designee will give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the vendor that amount of the contract actually performed to the date of termination.
- GG. <u>DEBARMENT</u>: The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
- HH. <u>SUBCONTRACTING</u>: If a vendor intends to subcontract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted along with their bid for approval. No subcontracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the Board.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid.

II. MINORITY BUSINESS PARTICIPATION: The School District of Palm Beach County strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, subcontractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the School District of Palm Beach County's Office of Diversity in Business Practices, 3322 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508.

Contractors who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525 <u>ATTACHMENT A</u>) and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526 <u>ATTACHMENT B</u>). The summary (FORM 1526) will be submitted with all requests for payment.

The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Minority Business Advocacy and Assistance Office or the School District of Palm Beach County's Office of Diversity in Business Practices. In the case of those firms or small business enterprises that are certified with the State of Florida Minority Business Advocacy and Assistance Office the firm shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the School District of Palm Beach County or the State of Florida Minority Business Advocacy and Assistance Office shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

The School District of Palm Beach County does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Minority Business Advocacy and Assistance Office for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.

- JJ. <u>BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT</u>: The School District is requesting this affidavit to include a list of every "person" (as defined in <u>Section 1.01(3)</u>, Florida Statues to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. The affidavit must be returned to the Purchasing Department with the bid or within three days of request. See <u>ATTACHMENT E.</u>
- KK. <u>LOBBYING</u>: BIDDERS ARE HEREBY ADVISED THAT THEY ARE <u>NOT</u> TO LOBBY WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS BID UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED AT THE PURCHASING DEPARTMENT RECEPTION CENTER. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE POSTED RECOMMENDATION ON THE AWARD OF THIS CONTRACT.

ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES. FAILURE TO POST BOND WITH THE SCHOOL BOARD OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND STATE BOARD RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE PURCHASING DEPARTMENT. ADDITIONALLY, ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY ADDRESS THE SCHOOL BOARD AT A REGULARLY SCHEDULED BOARD MEETING.

ANY BIDDER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF BIDDER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID BID.

- LL. <u>DELIVERY OF BIDS</u>: When hand delivering your bid, bidders must follow the School District's security access procedures. The procedures are as follows:
 - Park in visitors' parking area.
 - B. Enter building through the front door.
 - C. Present bid to the Purchasing receptionist for official date/time stamping.

BIDDERS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR BID TO THE PURCHASING DEPARTMENT RECEPTIONIST NO LATER THAN THE DATE AND TIME DESIGNATED IN THE BID.

MM. <u>POSTING OF BID AND SPECIFICATIONS</u>: Invitation to bid with specifications will be posted for review by interested parties at the Fulton-Holland Education Service Center, Main Lobby Area, 3300 Forest Hill Boulevard, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in §120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

NN. <u>POSTING OF BID RECOMMENDATION / TABULATIONS</u>: Bid recommendations and tabulations will be posted in the Purchasing Department for review by interested parties at the Fulton-Holland Education Service Center, Main Lobby Area, 3300 Forest Hill Boulevard, West Palm Beach, FL 33406, on April 9, 2003 at 3:00 p.m., and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.

Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a specification protest within the time prescribed in §120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

OO. <u>BID PROTEST</u>: If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS <u>120.57(3)</u>, and Section JJ, Lobbying, Paragraph 3, of this proposal and School Board Policy <u>6.14</u>.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

Failure to file a specification protest within the time prescribed in §120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

PP. INFORMATION: Any questions by the prospective bidders concerning this invitation to bid should be addressed to George Pratt, Purchasing Agent, Purchasing Department (561-434-8306, email: prattg@palmbeach.k12.fl.us), who is authorized only to direct the attention of prospective bidders to various portions of the bid so they may read and interpret such for themselves. Neither Mr. Pratt nor any employee of the District is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, will be communicated to bidders by written addendum.

SPECIFICATIONS

A. PROJECT INSPECTION

The contractor shall prepare site, furnish, place and finish batch mix or pump mix concrete at assigned school centers and facilities throughout Palm Beach County.

- Upon assignment of a project, the contractor shall visit the site with the requesting facility manager to determine:
- (a) Scope of project.
- (b) Best means of access.
- (c) Whether drawings (if provided by facility manager) are accurate.
- 2. Contractor shall provide a written proposal to the facility manager within three working days after the site visit.
- 3. If the contractor is unable to perform the project on the date requested by the facility manager, they shall advise the project manager within 24 hours after the proposed date is provided to the project manager.
- 4. Projects shall commence on the scheduled date, and continue without interruption until completion with the exceptions being:
 - (a) Projects with a scheduled duration of more than one day.
 - (b) Rain or other acts of God which affect the project completion schedule.
- 5. Invoices shall contain:
- (a) Name of project
- (b) Name of facility manager.
- (c) Quantities and unit prices for services provided.
- (d) Concrete suppliers load ticket which shall identify the type and strength of mix used for the project.
- (e) Invoice shall separate flat work, slab on grade and curb and gutter.
- School Board reserves the right to have an independent testing laboratory visit any site during the course of the project and take quality control samples. The results of these tests shall remain the property of the Board and become a part of the permanent record of that installation.

B. TECHNICAL REQUIREMENTS

- 1. Cast-in-place concrete shall be in accordance with the following codes and standards:
- (a) Portland Cement Association (PCA)
- (b) American Concrete Institute (ACI)
- (d) Concrete Reinforcing Steel Institute (CRSI)
- (d) American Society for Testing and Materials (ASTM)
- REINFORCING STEEL: Where reinforcement is indicated on drawings or site instructed, it shall conform to ASTM A615, Grade 60 KSI yield grade billet steel deformed bars, uncoaled finish.
- 3. B WELDED STEEL
- FORMWORK: Shall conform to ACI 347.
- 5. SUBMITTALS: Submit mix designs prepared in accordance with ACI 318 and ACI 211.1.

6. PRODUCTS:

- (a) PORTLAND CEMENT: Conform to ASTM C150, Type I. Type III may be used when approved by the Facility Manager in writing.
- (b) WATER: From domestic sources, free of harmful acids, alkalis, oil, organic or other deleterious materials.
- (c) CONCRETE AGGREGATES: Conform to ASTM C33.
 - (1) Conform to ASTM C 33: Local aggregates not complying with this standard may be used provided it can be shown by special test or a record of past performance these aggregates produce concrete of adequate strength and durability.
 - (2) Fine Aggregate: Clean, washed sand of hard, sound, uncoated grains.
 - (3) Coarse Aggregates: Clean, washed, sound and crushed.
 - (4) Aggregate Size Requirements: Use largest aggregate size for each condition of placement subject to limitations stipulated in paragraph 3.3, ACI Code 318.
- 7. <u>CONCRETE ADMIXTURES</u>: Admixtures specified and acceptable to the Facility Manager prior to use shall be included in mix designs.
 - (a) Water Reducing Agent: Water reducing agent conforming to ASTM C494 shall be used.
 - (b) Air Entrainment: Concrete shall entrain from two to four percent air, whether batched with or without admixtures, conforming to ASTM C260.

CONCRETE MIX DESIGNS AND PROPORTIONS:

- (a) Mix Design: Prepared according to ACI 211 and ACI 318 and submitted to the Facility Manager for review prior to batching any concrete, and based on previously tested and qualified component materials. Provide mix designs for all of the mixes.
- (b) Admixtures: Enter specific brands into mix designs where they are required or used.
- (c) Mix: Concrete shall be composed of Portland Cement, coarse aggregate, fine aggregate, admixtures, and water.
- (d) Specified Compressive Strength:
 - (1) Mix designs for the compressive strength specified shall have the following minimum properties.

Specified 28-day Compressive Strength (fc) (psi)	Maximum Water-Cement <u>Ratio by Weight</u> (lb/lb)	Minimum Cernent Content (Ibs/Cubic Yard)
5000	Determined by Mix Design, Not to Exceed 0.40	611

4000	0.45	564
3000	0.50	470
2000	0.65	376

- (e) Optimum water-cement ratio for mix designs in excess of 4000 psi 28-day compressive strength shall be determined by various mix designs, not to exceed 0.40.
- (f) Slump Limits: Concrete, when placed in the forms, shall have a slump within the following limits in accordance with ASTM C 143.
 - (1) Minimum slump of 1".
 - (2) Tolerance of plus-or-minus 1".
 - (3) Mass concrete: 2".
 - (4) Reinforced concrete: 4".
 - (5) Pump mix slump 6".

9. CURBS:

- (a) Construct roadway and sidewalk curbs shown on the drawings and in accordance with local codes and regulations.
- (b) Construct curbs that support equipment or structural wall systems indicated on the drawings.
- 10. MINOR CONCRETE FILLS: Provide 2000 psi concrete.
- 11. <u>CONSTRUCTION JOINTS</u>: Shall be formed with tongue and groove wood members or galvanized metal keyed forms.
- 12 <u>SEALING MATERIALS</u>: Material for sealing and filling joints and for sealing premolded filler strip, shall conform to ASTM D1190 for "Concrete Joint Sealer; Hot-Poured Elastic Type".

13. BATCHING, MIXING AND PLACING CONCRETE:

- (a) Furnish Ready-Mixed Concrete: Conform to ASTM C94. Plant and truck mixers subject to examination by Facility Manager.
- (b) Water and Mixing: Mix concrete at least ten minutes, five minutes of which is at the job, after last addition of water. Retempering in mixer is prohibited. Concrete in mixer longer than 1-1/2 hours after the water has been added, or has become nonplastic, shall be rejected.
- (c) Load Tickets: Shall include all information required by ASTM C94 and be legible, showing quantities of all materials in the batch, and bearing signature of plant inspector or bonded weighmaster.
- (d) Slumps: At point of delivery to forms, the slumps shall conform to those specified in this specifications.
- (e) Placing: Concrete shall be placed by equipment as near as possible to its final location and without segregation of aggregate. Free vertical drop shall not exceed 4-1/2 feet. Prior to placing concrete the forms shall be clean and free of debris with all surfaces wetted lightly. Slabs shall be cast in a "checkerboard" pattern allowing two days between adjacent casts. Before depositing

new concrete on or against concrete which has set, the existing surfaces shall be cleaned of laitance, foreign matter and loose particles and coated with a cement grout. No concrete shall be placed without prior approval of the forms and reinforcing by the facility manager.

- (f) Vibration: Structural concrete shall be placed with the aid of mechanical vibrating equipment. For all other work, by hand forking or spading. Vibration shall be transmitted directly to the concrete and not through the forms.
- 15. <u>CONSTRUCTION JOINTS</u>: Construction joints shall be located so the maximum area for each cast shall not exceed 600 sq ft. Length to width ratios shall not exceed 2 to 1.

16. FINISHES:

- (a) Form Finish: Hone down fins, ridges, high spots, with abrasive brick or power grinders while concrete is green, immediately after form removal.
- (b) Form Tie Holes and Deep Depressions: Flush thoroughly with clean water, tamp to overfull with drypack, cure and hone flush.
- (c) Rock Pockets, Honeycomb and Sand Streaks: Cut out at least 1" deep with sides perpendicular to surface, flush out, coat with neat cement paste, fill with drypack in at least two layers to overfull, cure and then hone to final correct surface, line or corner.
- 17. <u>CLEANUP</u>: Shall be restoration of the site to its useful intent. Extra emphasis shall be placed on removal of forms, loose concrete, rocks and pebbles. The surrounding area shall be raked level and all foreign materials completely removed from the site. No disposal of these removed materials shall be accomplished in the trash cans or dumpsters or used as fill on the site.

18. SIDEWALKS:

- (a) Installation of asphalt impregnated cane fiber (i.e., Expansion material) every 20 feet
- (b) Level and finish sidewalks with skid resistant texture (broom finish).

BID SERVICE ZONE DESCRIPTION:

Zone #1: All points east of Twenty Mile Bend

Zone #2: All points west of Twenty Mile Bend

IMPORTANT NOTE: During the contract period (24 months), the successful bidder (contractor) shall be required to perform concrete services work throughout Palm Beach County. Some projects may be very small while others may be large such as installing 25 lin. ft. of curb to installing a 20'x 30' slab or various lengths of sidewalk flatwork which may only be several feet long.

BID SUMMARY SHEET

THIS BID SUMMARY SHEET MUST BE USED TO SUBMIT PRICES. PRICES SUBMITTED IN ANY OTHER FORMAT SHALL NOT BE ACCEPTED. BID MUST INCLUDE, IN ADDITION TO MATERIALS; LABOR, INSTALLATION, HARDWARE AND DELIVERY COST AS DETAILED IN SPECIFICATIONS.

ZONI	1				
NO.	DESCRIPTION	EST. QUANTITY	UNIT	E	TOTAL AMOUNT
1.	FLATWORK Excavate and Stockpile	800 cy	\$	су	\$
2.	Fine Grade	100,000 sf	\$	sf	\$
3.	Concrete 2500 PSI Regular Finish and Place	1,200 cy	\$	су	\$
4.	Light Broom Finish	100,000 sf	\$	sf	\$
5.	6x6, 10/10 W.W.F. Furnish and Place	20,000 sf	\$	sf	\$
6. Formwork, 4" thick		30,000 lf	\$	lf	\$
7.	Formwork, 6" thick	10,000 lf	\$	lf	\$
8.	Concrete, each 500 PSI increase over 2500 PSI	400 cy	\$	су	\$
9.	Concrete, increase for pump mix	600 cy	\$	су	\$
10.	Pump, Concrete for Placing Pump Mix	100 hr	\$	hr	\$
	Sub Total - Flatwork Costs - Zone	: 1			\$

ZONE	ZONE 1							
NO.	DESCRIPTION	EST. QUANTITY	UNIT PRICE		TOTAL AMOUNT			
1.	SLAB ON GRADE Excavate and Stockpile	200 cy	\$	су	\$			
2.	Fine Grade and compact	20,000 sf	\$	sf	\$			
3.	Soil Poisoning	20,000 sf	\$	sf	\$			
4.	Concrete, Regular, Furnish and Grade	400 cy	\$	су	\$			
5.	Trowel Finish, Including Sealer	20,000 sf	\$	sf	\$			
6.	6x6, 10/10 W.W.F. Furnish and Place	20,000 sf	\$	sf	\$			
7.	Reinforcing Steel, Grade 60, Furnish and Place	4,000 lb	\$	lb	\$			
8.	Formwork, Edge Forms	2,000 sfca	\$	sfca	\$			
9.	Vapor Barrier	20,000 sf	\$	sf	\$			
10.	Concrete, Each PSI Increase over 2500 PSI	400 cy	\$	су	\$			
11.	Concrete, Increase for Pump Mix	200 cy	\$	су	\$			
12.	Pump, Concrete for Placing Pump Mix	40 hr	\$	hr	\$			
	Sub Total - Slab on Grade Costs -	Zone 1			\$			

ZONE	ZONE 1						
NO.	NO. DESCRIPTION EST. UNIT PRICE						
1.	CURB AND GUTTER Curb and Gutter, Type "A" Mountable, Furnish and Install	200 If	\$	lf	\$		
2.	Curb and Gutter Type "F", Furnish and Install		\$	lf	\$		
3.	3. Header Curb, Type "C", Furnish and Install 20,000 sf \$ sf						
	Sub Tolal - Curb and Gutter Costs - Zone 1						

GRAND TOTAL - ZONE 1 (Flatwork, Slab on Grade and Curb and Gutter inclusive) \$

ZONE 2						
NO.	DESCRIPTION	EST. UNIT PRICE			TOTAL AMOUNT	
1.	FLATWORK Excavate and Stockpile	200 cy	\$	су	\$	
2.	Fine Grade	25,000 sf	\$	sf	\$	
3.	Concrete 2500 PSI Regular Finish and Place	300 cy	\$	су	\$	
4.	Light Broom Finish	25,000 sf	\$	sf	\$	
5. 6x6, 10/10 W.W.F. Furnish and Place		5,000 sf	\$	sf	\$	
6.	Formwork, 4" thick	8,000 lf	\$	lf	\$	
7.	Formwork, 6" thick	3,000 lf	\$	lf	\$	
8.	Concrete, each 500 PSI increase over 2500 PSI	100 cy	\$	су	\$	
9.	Concrete, increase for pump mix	150 cy	\$	су	\$	
10.	Pump, Concrete for Placing Pump Mix	25 hr	\$	hr	\$	
	Sub Tolal - Flatwork Costs - Zone	2	-		\$	

ZONE	2				
NO.	DESCRIPTION	EST. UNIT PRICE		T CE	TOTAL
1.	SLAB ON GRADE Excavate and Stockpile	50 cy	\$	су	\$
2.	Fine Grade and compact	5,000 sf	\$	sf	\$
3.	Soil Poisoning	5,000 sf	\$	sf	\$
4.	Concrete, Regular, Furnish and Grade	100 cy	\$	су	\$
5.	Trowel Finish, Including Sealer	5,000 sf	\$	sf	\$
6.	6x6, 10/10 W.W.F. Furnish and Place	5,000 sf	\$	sf	\$
7.	Reinforcing Steel, Grade 60, Furnish and Place	1,000 lb	\$	lb	\$
8.	Formwork, Edge Forms	500 sfca	\$	sfca	\$
9.	Vapor Barrier	5,000 sf	\$	sf	\$
10.	Concrete, Each PSI Increase over 2500 PSI	100 cy	\$	су	\$
11.	Concrete, Increase for Pump Mix	50 cy	\$	cy	\$
12.	Pump, Concrete for Placing Pump Mix	10 hr	\$	hr	\$
	Sub Total - Slab on Grade Costs	- Zone 2			\$

ZONE	2				
NO.	DESCRIPTION	EST. QUANTITY	UNIT PRICE		TOTAL AMOUNT
1.	CURB AND GUTTER Curb and Gutter, Type "A" Mountable, Furnish and Install	50 If	\$	lf	\$
2.	Curb and Gutter Type "F", Furnish and Install	100 If	\$	If	\$
3.	Header Curb, Type "C", Furnish and Install	100 sf	\$	sf	\$
_	Sub Total - Curb and Gutter Cos	sts - Zone 2			\$

GRAND TOTAL - ZONE 2 (Flatwork, Slab on Grade and Curb and Gutter inclusive) \$_____

BIDDERS PLEASE NOTE: All price quotes <u>must</u> be completed in ink or typed, all price changes i.e. white outs or cross-outs <u>must</u> be initialed, otherwise price quotes shall not be accepted.

ADDITIONAL INFORMATION (Not included in bid award tabulation)

<u>VA</u>	RIANCES: State any variances, however slight, to the above specifications.		
 3. 4. 5. 	Cost per cubic yard for tree removal Cost per cubic yard for backfill Cost per lineal foot for temporary fencing Additional Cost for furnishing / installation of Sod Additional Cost for installation of Sod only Hourly Labor Rate	\$/s	eq. ft. eq. ft. eer hr

Minority Certification applications are available through the Minority Business Enterprise located at: Office of Diversity in Business Practices School District of Palm Beach County 3322 Forest Hill Boulevard, Suite A-106 West Palm Beach, FL 33406-5871 Phone: (561) 434-8508 http://www.palmbeach.k12.fl.us/bids/mwbe
Are you a minority vendor certified by: (Check if appropriate) Palm Beach County School District State of Florida If yes, expiration date Minority Classification
If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below: Vendor Estimated Dollar Value \$
For information on other bids currently being solicited for the School District of Palm Beach County, please call the BID HOTLINE at (561) 434-8111.
Bids/RFPs are available to view and print at no charge on the Purchasing Department's Internet Hotline. Simply go to http://www.palmbeach.k12.fl.us/bids and click on those documents you are interested in. This will allow you to register, view and print the solicitation.

4 ATTACHMENTS



THE SCHOOL DISTRICT OF PALM BEACH COUNTY PURCHASING DEPARTMENT 3326 FOREST HILL BOULEVARD, A-323 • WEST PALM BEACH, FLORIDA 33406-5813 • (561) 434-8506

Minority Women Business Enterprise (M/WBE) Subcontractor Participation Letter of Intent

BID/RFP or Project Name TERM CONTRACT FOR CONCRETE AND CONCRETE SERVICES					
BID/RFP or Project Numbe	r_03C-75A				
Name of Bidder					
The undersigned intends to	perform work with the above project as (check one)				
☐ Individual	☐ Partnership ☐ Corporation ☐ Joint Venture				
The undersigned intends to Subcontractor The undersigned is: Certified with the S Certified with the S The undersigned is (check of COLUMN 1 American Indian/Ala Asian/Pacific Island Black, Non-Hispanic Hispanic Multiracial White, Non-Hispanic	er				
ITEM NO.	CONTRACT (TRADE) ITEMS AMOUNT AMOUNT				
	orint)				
SIGNATURE	DATE				



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

ATTACHMENT B

PURCHASING DEPARTMENT
3326 FOREST HILL BOULEVARD, A-323 · WEST PALM BEACH, FLORIDA 33406-5813 · (561) 434-8506

Minority Women Business Enterprise (M/WBE) Subcontractor Participation Summary

BID/RFP or Project Name TERM CON	NTRAC	TFOR	CONDRETE AND CONCRETE SERVI	CES
BID/RFP or Project Number 03C-75A				
Total Bid (Base and Alternatives)				
TO DIRECTOR OF PURCHASING DEPA	RTMEN	√T		
The M/WBE Subcontractor firms listed to (Trade) Items and the dollar amounts show Those Subcontractors represented to me Subcontractors not presently confided by	below h wn. Lett	ave agr er(s) on BE Cert	reed to participate in this BID/RFP or pro- Intent (PBSD 1525) for each Subcontractor tified by the M/WBE Coordinator are noted. In themselves as M/WBE qualified for ce	is (are) altached
Subcontractors, an identification Statemer	nt is atta	ched to	their Letter of Intent (PBSD 1525).	rtification. For those
CONTRACTOR	YES	NO	CONTRACT (TRADES) ITEMS	AMOUNT
	123	NO		AMOUNT
		_		
	l	1		
			Total M/WBE Subcontractor Participation	\$
Contracting Firm Name			ercentage of Total Bid (Base & Alternates)	%
Name and Position (type or print)				
SIGNATURE				
O'OTTO TOTAL				

DATE

ATTACHMENT C

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section <u>287.087</u>, Florida Statutes. This requirement effects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

<u>IDENTICAL TIE BIDS</u> - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME	 	_
VENDOR'S SIGNATURE	 	-

Must be executed and returned with attached bid at time of bid opening to be considered. PBSD 0580 New 3/91

ATTACHMENT D

STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: Purchasing Department, School District of Palm Beach County, 3326 Forest Hill Boulevard, West Palm Beach, FL 33406-5813. (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the School District of Palm Beach County.

COMPANY NAME:					
ADDRESS:					
CITY:		STATE:	ZIP:		
CONTACT PERSON:					
We, the undersigned, have CONCRETE AND CONCRE	e declined to bid TE SERVICES b	d on your bid No ecause of the follov	. 03C-75 A for ving reasons:	TERM CONTRA	CT FOR
We do not offer	this product or th	ne equivalent.			
Insufficient time	to respond to the	invitation to bid.			
Remove our na	me from this bid (ist only.			
Our product sch	nedule would not	permit us to perform	1.		
Unable to meet	bond requiremen	nts.			
Other. (Specify	below)				
REMARKS:					
SIGNATURE:			DATE:		

Project. TERM CONTRACT FOR	CONCRETE AND CONCRET	E SERVICES BID NO 03C 75A	
Corporation Name:		N Number:	
	INTEREST AND DISCLOSURE O	OF OWNERSHIP AFFIDAVIT	
STATE OF		DF	
Before me, the undersign Representative") this day subject to the penalties prescribed f	aned authority personally and		
1) Corporate Representative has		wit has actual land to the	
	in deventures, partiterships, estate	n 1.01(3), Florida Statues to inclues, trusts, business trusts, syndica or more of the beneficial interest in	
A. Persons or corporate entities ow	ning 5% or more:		
Name	Address	Percentage	
Name	Address	Percentage	
B. Persons or corporate entities who	o hold by proxy the voting power o	Percentage of 5% or more.	
Name	Address	Percentage	
Name	Address	Percentage	
C. Stock held for others and for v	Address Whom held:	Percentage	
Name	Address	Percentage	_
For Whom Held	Address	Percantage	
Name	Address	Percentage	
For Whom Held	Address	Percentage	
Name	Address	Percentage	
For Whom Held	Address		
		Percentage TE REPRESENTATIVE	
	By:		
SWORN TO and subscribed before r Such person(s). (Notary Public must	me this day of		
[] is/are personally known to me. [] (NOTARY PUBLIC SEAL)		(s). [] produced as ide	entification.
	Notary Public		
	(Print, Type or S	Stamp Name of Notary Public)	

TAB 4

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: May 7, 2008			Agenda Item No.	
[]			[]	RESOLUTION
[]	Public Hearing	3	[]	DISCUSSION
[]	ORDINANCE ON FIR	RST READING	[]	BID/RFP AWARD
[]	GENERAL APPROV	AL OF ITEM	[X]	CONSENT AGENDA
[]	Other:			
<u>SUBJ</u>	ECT: Lake Shore Pa	rk Renovation Pr	oject	
Appro	RECOMMENDED MOTION/ACTION: Motion to approve expenditure for the expansion of the Lake Shore Park irrigation system in the amount of \$14,605. Approved by Town Manager Date: 4/28/8 Originating Department: Costs: \$14,605.00 Attachments:			1 - 1-0
	•			
	Public Works	Funding Source: F Renovation Projec Acct. # 301-6380	t	Bid Attached
[] City .	Public Works rtment Review: Attorney munity Affairs munity Development	Renovation Projec	t 1	Bid Attached [] Personnel [X] Public Works [] Town Clerk [] Town Manager

Summary Explanation/Background:

In 2007, work began on the revitalization of Lake Shore Park. The project included the removal of non-suitable vegetation and soil, the installation of a new irrigation system, lighting, the installation of benches and new landscape material (turf, trees, shrubs). The continuation of the Lake Shore Park Renovation Project will focus on the northern section of the park, from the tennis courts to the

Intracoastal. This phase (Phase II) will incorporate the the expansion of the park's irrigation system for future landscape and turf installation.

Note: The Phase II project quote is a "piggyback" of a previous Lake Shore Renovation Project contract for the installation of irrigation in the southern half of the park. The utilization of Treasure Coast Irrigation for the system expansion is to ensure continuity. Please see the attached bid information dated April 2007.



7900 S.E. Bridge Road Hobe Sound, Florida 33455-9735 (888) 710-4535 or (772) 546-4535 Fax (772) 546-4598

FAX COVER SHEET

Date	April 18, 2008	Pages	3 (including cover)
Company:	The Town of Lake Park	Attention:	
Fax #:	561-642-2049	Phone #:	561-718-2389
Sent By:	John Sexton	Subject:	Kelsy Park Irrigation Install

Comments:

If you have any question please give me a call. Thanks, John Sexton C 772-263-1203



April 18, 2008

Town of lake Park 535 Park Avenue Lake Park, FL 33403

Re: Kelsey Park Irrigation Installation

To Whom It May Concern,

Treasure Coast Irrigation & Landscape, Inc. (TCI) is pleased to present this Contract Proposal for irrigation installation at the above named project.

Install irrigation around the east tennis courts and in open field to north property line hedge and to east

Existing 5hp irrigation pump will be used for water source.

- A. Locates Locate services will be contacted for major carriers. It is the Client's responsibility to locate any remaining private underground utility lines or septic system on the property. It is understood that any repairs for damages not located will be the responsibility of the Client.
- B. Additional Services Any additional work and/or coordination required above and beyond what is outlined in this Contract Proposal will be billed on a Time and Material basis.

Exclusions

- Electric is the responsibility of the Client, and to be provided by others.
- All permit fees and/or any fees required by governmental or municipal agencies are the responsibility of the Client, and will be billed in addition to the Total Fee of the irrigation system.

Fees

The fee to perform irrigation services as outlined above will be: \$14,605.00

> TCI's Hourly Rate for Time and Material services is \$50.00 per man-hour

Invoices will be billed on a monthly based on the percentage of completion of the irrigation work. This price is for immediate acceptance only. Any delay in acceptance will require a verification of prevailing labor and material prices.

Warranty & Guarantee:

The entire system will carry a warranty for one (1) year from the date of installation. The warranty will be voided if payment in full is not received within thirty (30) days of completion of the project. The warranty will only be in effect if the system is serviced on a monthly basis by a qualified irrigation



April 18, 2008 Page 2 Kelsey Park

contractor. This warranty covers all workmanship and manufacturer's defect in materials. All necessary liability and compensation insurance is covered by TCI.

Treasure Coast Irrigation & Landscape, Inc. would like to thank you for the opportunity of providing the commercial irrigation services for this project, and we look forward to being of service to you. Should this contract proposal meet with your approval, please sign and date below where indicated. Upon final execution by Treasure Coast Irrigation & Landscape, Inc., a copy will be forwarded to you for your records. Thank you again for choosing Treasure Coast Irrigation & Landscape, Inc.

<u>Acceptance</u>

Treasure Coast Irrigation & Landscape, Inc. is hereby authorized to furnish all materials and labor to complete the work as outlined in this contract proposal, for which the Client agrees to pay the amount shown as the Total Fee. In addition, should any litigation be instituted to enforce or interpret this contract, I agree that the prevailing party shall be entitled to reasonable attorney's fees and costs at both the trial and appellate levels.

I have read the above, and do hereby agree to and accept this contract proposal for irrigation installation services.

Town of Lake Park	Treasure Coast Irrigation & Landscape, Inc.:
Authorized Representative	John Sexton, Sales
Date Signed:	

The Town of Lake Park



"Jewel" of the Palm ReschenVEI

FAX COVER SHEET

APR 2 8 2008

TO: Illamia	COMPANY:	Town Of Lake Park, Office Of Town Manager
FAX #	PHONE#	
FROM: Dby		
RE:		,
DATE: 4 28 08	TOTAL PAGES INCLUDING C	OVER
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Vts let	me Kanan	1 + you
have an	me Kanan	
	1	1
	п	



7000 S.E. Bridge Road Hobe Sound, Florida 33456-9735 (888) 710-4536 or (772) 546-4535 Fax (772) 546-4598

FAX COVER SHEET

				-
Date;		·-26-2007	Pages:	3 (includes cover)
To Company:			Attention:	Joseph Krull
Fax#:	561- 8	31-3349	Phone #:	561-881-3345
Sent By:	Paul	for Jeff	Subj:	Proposal for: Kelsey Park East
		A STATE OF THE STA		
Comments:				
Should you h	øve qi	estions please feel free to	call this offi	ice.
Thank you,	1			
Paula Peters Contract Man	åoer			

190 310 - 120



April 26, 2007

Joseph Kroll 650 Old Dixie Highway Lake Park, FL 33403

Re: Commercial Irrigation Proposal

Treasure Coast Irrigiation & Landscape, Inc. (TCI) is pleased to present Kelsey Park East with our Contract Proposal for irrigation services. Our services will include, and be limited to, the following:

Scope of Services

- A. Irrigation System Following is a partial list of materials that will be installed:
 - 125± Hunter 4' Pro-Spray Heads
 - 150± Hunter PGP Rotors
 - 15± Hunter PGV Control Valves w/ boxes
 - 1 5HP kentrifugal Pump w/slab and pump enclosure
 - Main Line, sleeves, wire etc.
- B. Locates Locate services will be contacted for major carriers. It is the Client's responsibility to locate any remaining private underground utility lines or septic system on the property. It is understood that any repairs for damages not located will be the responsibility of the Client.
- C. Additional Services Any additional work and/or coordination required above and beyond what is outlined in this Contract Proposal will be billed on a Time and Material basis.

Exclusions

- Electric is the responsibility of the Client, and to be provided by others.
- All permit fees and/or any fees required by governmental or municipal agencies are the
 responsibility of the Client, and will be billed in addition to the Total Fee of the Irrigation
 system. Water use permit by others.
- No road drilling, cutting or patching of asphalt or concrete included in bid.

7900 SE Bridge Road • Hobe Sound, FL 33455 (772) 546-4535 • (772) 220-4535 • (561) 687-4535 Fex (772) 546-4598 www.tcirngetion.com Commercial Irrigation Services Contract Proposal, Kalsey Park East Page 2 of 2



<u>Lagas</u>
The fee to perform irrigation services as outlined above will be:
TOTAL \$21,450.00
Option #1 - bubble s can be added for \$20.00 per bubbler at time of installation.
Option #2 - RPZ Blickflow w/ plumber certification additional \$450.00 initial if accepted.
> TCl's Hourly Rate for Time and Material services is \$50.00 per man-hour.
Invoices will be billed on a monthly based on the percentage of completion of the irrigation work. This price is for immediate acceptance only. Any delay in acceptance will require a verification of prevailing labor and material prices.
Warranty & Guara itee:
The entire system viill carry a warranty for one (1) year from the date of installation. The warranty will be voided if payment in full is not received within thirty (30) days of completion of the project. The warranty will only be in effect if the system is serviced on a monthly basis by a qualified irrigation contractor. This warranty covers all workmanship and manufacturer's defect in materials. All necessary liability and compensation insurance is covered by TCI.
Treasure Coast Irrigation & Landscape, Inc. would like to thank you for the opportunity of providing the commercial irrigation services for this project, and we look forward to being of service to you. Should this contract proposal meet with your approval, please sign and date below where indicated. Upon final execution by Treasure Coast Irrigation & Landscape, Inc., a copy will be forwarded to you for your records. Thank you again for choosing Treasure Coast Irrigation & Landscape, Inc.
Acceptance
Treasure Coast Irrigation & Landscape, Inc. is hereby authorized to furnish all materials and labor to complete the work as outlined in this contract proposal, for which the Client agrees to pay the amount shown as the Total Fee. In addition, should any litigation be instituted to enforce or interpret this contract. I agree that the prevailing party shall be entitled to reasonable attorney's fees and exists at both the trial and appellate levels.
I have read the aboute, and do hereby agree to and accept this contract proposal for irrigation installation services.
Joseph Krull: Treesure Coast Irrigation & Landscape, Inc.:
Authorized Representative Jeff Sumner - Commercial Sales
Date Signed:

WEST PALM BEACH, FL 33407 (561) 686-2400 (561) 697-8927 F8X

www.sunnylandirrigation.com

DATE:

April 12, 2007

IOB NAME:

Town of Lake Park

IRRIGÀTION PRICE:

\$25,209.00

PLAN:

Site Visit

WATER SOURCE:

Existing 5- 2" Wells

MATERIALS INCLUDED IN THIS PROPOSAL:

Hunter 4* Mist Heads (aprox. 125)
Hunter PGP Rotors (aprox. 150)
Hunter PGV Control Valves (aprox. 15)
Carson Valve Boxes (aprox. 21)
Schedule 160 Mainline (aprox. 1600')
Schedule 160 Lateral Lines
Control Wire
5 HP Centrifugal Pump
Pump Slab
Concrete Pump Enclosure

NOTE 1: If bubblers are required at trees, add \$21.00 per bubbler.

(Initial acceptance)

SCOPE OF WORK:

Sunnyland Irrigation to install irrigation to the south end of the park, north to the tennis courts, as well as the south side of the tennis courts. A separate city mainline will be installed with 6 stub-ups with wires for future use.

This Proposal Accepted by:	
(Name)	(Date)
(Company Name)	

This proposal is valid for 60 days.



St. Lucie County Board of County Commissioners

PAGE: 1

2300 Virginia Ave. Ft. Pierce, FL 34982-5652 Telehpone: (772) 462-1700 Fax: (772) 462-1704

PURCHASE ORDER

Vendor:

30295

Treasure Coast Irrigation & Lindscape I

7500 SE Bridge Road Hobe Sound FL 33455 PO Number: P2712254

(PO number must appear on all documents and peckages)

Issue Date:

05/09/07

Delivery Date:

05/16/07

Please send involces to:

St. Lucie County Finance Department

2300 Virginia Ave.

Ft. Pierce, FL 34982-5652

Ship these items to:

Parks & Rec./Division Office

1302 Virginia Ave.

Fort Pierce FL 34982 ATTN: Parks & Recreation/Divis

Description	Quantity	U/M	Unit Price	Extended Price
Requisition #: R2752324 Irrigation system As par estimate dated 5/2/07, additional As par estimate dated 5/2/07, additional	1.00	EA	1,000.0000	1,050.00
including mist heads, rotors and valves, B-07-001-7915-540920-700-LODIV.				
REC'D MAY	1 2 2007			

For additional information commett

Julie Zicarelli 772-462-1513 TOTAL: \$1,000.00

Federal Employers Identification: 59-8000835 State Sales Tax Exemption: 68-02-017737-53C

This order subject to all forms and conditions set forth on the reverse side

Purchasing Director

VENDOR COPY

IMPORTANT

RCHASE ORDER NUMBER MUST YEAR ON ALL SHIPPING NOTICES, LS OF LADING, PACKAGES, PACKING IS, INVOICES, FREIGHT BILLS AND RRESPONDENCE CONCERNING THIS



33455

PURCHASE ORDER

CITY OF PORT ST. LUCIE 121 S.W. Port St. Lucie Boulevard Port St. Lucie, Florida 34984-5099 (772) 871-5223

PURCHASE ORDER #	20060104
ORDER	10/04/05
ISSUED	
DELIVERY	11/22/06
REQUIRED	

Page: 1

V 19445Ø TREASURE COAST INFIGATION AND LANDSCAPE 7900 SE BRIDGE ROAD HOBE SOUND, FL

PUBLIC WORKS DEPT - MAINT deliveries. 7am and 2:30pm T 450 Thornhill Bldg. #4 PORT SAINT LUCIE, FL

34984-5099

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Systems. Per work shall or and deliver for the confirmation appearate Max will start or completed 58 Change Order additional properties of the Freedom	the bid speconal at of furng all componers on bf (7) yetem control noctober 3, calendar day at Add lines urchase of a er quote.	systems to (7) systems. Work 2005 and be slater on 3 & 4 for the Mailcom Central 5, 6, 7, 8 for 0 and Rain Bird	RECEIV DEC 1 4 200 PUBLIC WORKS D PURCHASING	5" .
75% of proje	A	0014127.563000.00000 r bid specifications	37350.0000 12450.0000	37850.0 12450.0
	project cos	as per bid specificatio	8546.2500	8546.2

TO ASSURE PROMPT PAYMENT FOLLOW "SHIPPING & BILLING INSTRUCTIONS" ON REAR OF THIS ORDER

STATE TAX EXEMPT NUMBER 66-04-017552-54C FEDERAL EXCISE NUMBER 59-6141662

VENDOR: IF PRICES WHICH APPEAR ABOVE ARE NOT CORRECT CALL PURCHASING AGENT AND DELAY FURTHER ACTION PENDING ADVICE.

C. Gan

VENDOR'S COPY

IMPORTANT:
THIS PURCHASE ORDER IS SUBJECT TO THE
TERMS AND CONDITIONS ON THE FACE AND
REVERSE SIDE HERBOR, ACCEPTANCE IS
LIMITED TO THE TERMS OF THIS ORDER.

IMPORTANT

ICHASE ORDER NUMBER MUST EAR ON ALL SHIPPING NOTICES, S OF LADING, PACKAGES, PACKING 'S INVOICES, FREIGHT BILLS AND INTERPONDENCE CONCERNING THIS)ER.

HOBE SOUND, FL



PURCHASE ORDER

CITY OF PORT ST. LUCIE 121 S.W. Port St. Lucie Boulevard Port St. Lucie, Florida 34984-8099 (772) 871-5223

PURCHASE	FY 2006
PURCHASE ORDER #	20060104
ORDER ISSUED	10/04/05
DELIVERY REQUIRED	11/22/05

2 Page:

194450 TREASURE COAST IRRIGATION AND LANDSCAPE 7900 SE BRIDGE ROAD

PUBLIC WORKS DEPT - MAINT e deliveries 7am, and 2:30pm t 460 Thornwill Bldg, #4 PORT SAINT LUCIE, FL

33455

34984-5099

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TO ASSURE PROMPT PAYMENT FOLLOW "SHIPPING A BILLING INSTRUCTIONS" ON REAR OF THIS ORDER

STATE TAX EXEMPT NUMBER 68-04-017562-54C FEDERAL EXCISE NUMBER 59-8141662

VENDOR: IF PRICES WHICH APPEAR ABOVE ARE NOT CORRECT CALL PURCHASING AGENT AND DELAY FURTHER ACTION PENDING ADVICE.

VENDOR'S COPY

THIS PURCHASE OFFICE IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE MEREOF, ACCEPTANCE AS LIMITED TO THE TERMS OF THIS OFFICE.

PURCHASING AG

TAB 5

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: May		Agenda Item No.				
L 3	PUBLIC HEARING Ordinance on Second Reading				SOLUTION	
	Public Hearing				CUSSION	
[] ORDINANCE	ORDINANCE ON FIRST READING			BID	BID/RFP AWARD	
[] GENERAL A	GENERAL APPROVAL OF ITEM			CONSENT AGENDA		
[] Other:						
SUBJECT: Lake Sh	ore Parl	k Renovation Pr	oject			
RECOMMENDED MOTION/ACTION: Motion to approve expenditure for excavation and fill in the amount of \$ 56,810.00 Approved by Town Manager 11. Date: 4/28						
Approved by Town	Manage	er fle. 9 g	015		Date:	
Approved by Town Originating Depart Public Works		Costs: \$ 56,810.00 Funding Source: I Renovation Project	Park ct		Attachments: Bid Attached	
Originating Depart	ment:	Costs: \$ 56,810.00 Funding Source: I	Park ct		Attachments:	

Summary Explanation/Background:

In 2007, work began on the revitalization of Lake Shore Park. The project included the removal of non-suitable vegetation and soil, the installation of a new irrigation system, lighting, the installation of benches and new landscape material (turf, trees, shrubs). The continuation of the Lake Shore Park Renovation Project will focus on the northern section of the park, from the tennis

courts to the Intracoastal. This phase (Phase II) will incorporate the removal of six (6) inches of unsuitable topsoil and replaced with suitable material for future landscape and turf installation. A driveway base will also be installed at the furthest north entrance to accommodate park access for maintenance vehicles and work crews.

Note: The Phase II project quote is a "piggyback" of a previous Lake Shore Renovation Project contract for earthwork. The utilization of RKC for Phase II earthwork is to ensure continuity. Please see the attached bid tabulation dated March 28, 2007.

RKC LAND DEVELOPMENT, INC

PROPOSAL SUBMITTED TO:
The Town of Lake Park
Attention: Howard Butts

PROPOSAL'S FOR Lake Shore Park Phase II

Includes:
OPTION 1
&
OPTION 2

TERMS AND CONDITIONS:

Subject: to acceptance of all "Conditions of Proposal" included herewith, RKC LAND DEVELOPMENT, INC. proposes to furnish, in accordance with the following referenced plans, specifications and addenda acknowledged, all labor, material, equipment and supervision required to perform and complete the site work items referenced under "Scope of Work". Please note RKC maintains a Safety Program and that this Proposal includes an allocation of resources necessary to enforce all applicable safety regulations and for regular job site inspections to be performed by our Supervisory level employees.

All materials and workmanship shall be in accordance with the plans and specifications within normal tolerance. Work will be started within 10 days after notice to proceed.

This quotation is subject to approval of plans and specifications furnished to us for bidding purpose.

All of our operations will be fully covered by workers' compensation, public liability and property damage insurance. No claims for property damage will be honored, however, unless we are notified within twenty-four (24) hours after such damages occur, are afforded an opportunity to investigate such claims and unless we are to accept responsibility for the alleged damages.

When prices quoted include the cost of spreading and compacting materials, it is agreed that we will be expected to place the materials only in areas that are accessible to heavy equipment (tandem dump trucks, buildozers, rollers etc.) and areas large enough to permit economical utilization of such equipment.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

All prices quoted are subject to Florida Sales Tax where applicable. This quotation is subject to acceptance within thirty (30) days.

RKC LAND DEVELOPMENT, INC Project: Jupiter Water Ways

RKC LAND DEVELOPMENT, INC 13756 79th Court N

West Palm Beach, FL 33412

Outside Palm Beach County: 1-877-791-7866

rkclanddevelop@bellsouth.net Phone: (561) 791-7866

Fax: (561) 791-9219

PROPOSAL/CONTRACT	April 18, 2008
The Town of Lake Park	Lake Shore Park Phase II
650 Old Dixie Highway - Lake Park, Fl 33403	Santa Santa Later Haust II
Attention: Howard Butts cell: 722-9379	Fax: 881-3349
OBJECTIVE: RKC WILL: 1. Strip & remove from site 6" of grass & unwan \$10,500.00. 2. Spread approx. 2000 yds of Imported 60/40 mi being delivered @\$4,000.00.	grubbing. There will be small wood debris left behind the not be responsible for any removal of vegetation that it is than combustible vegetation. RKC will leave 6" of mulcipading dirty mulch. RKC is not responsible for the last 6" of ippings. RKC will not be responsible for railroad ties of the interfere with the movement of RKC's equipment will be the movement of RKC's equipment of RKC's equipmen
upon written order and will be an extra charge above this es wherein, through no fault of his own, RKC is unable to reschedule the completion of the work at its next available to carry liability insurance. RKC can not be held responsible weather, etc. This proposal is valid for thirty (30) days ASBESTOS REMOVAL.	specifications involving extra costs will be executed only stimate. Temporary work stoppage: Should a situation arise o perform the work set forth as above, RKC shall then time and levy reasonable remobilization charges. RKC will be for unforced a situation and levy reasonable.
Terms and conditions to be performed by client:	
CONTRACTOR/OWNER IS RESPONSIBLE FOR ALI Owner of property will carry liability insurance to cover dam Inc.'s operation. In the event that Client's failure to perform Land Development, Inc's said cost will be passed on to Clier Inc's equipment sitting idle for more than 0 hour(s) RKC Lan remove its equipment from the site with no guaranteed time of accidents or delays beyond RKC Land Development Inc's co	nage to property not related to RKC Land Development, in his terms of the contract results in additional costs to RKC int. Should said failure result in RKC Land Development, and Development Inc'soption, reserves the right to of re entry. All agreements are contingent upon strikes, pontrol.
Bid Amount: \$19,000.00 NO RETAINAGE TO	O BE WITHHELD
Method of payment: NET 30 DAYS FROM INVOICE	
Interest shall accrue on all overdue accounts at the rate of 18	% per annum. In the event of non-payment of amounts
owed under die contract (with Fairl Beach County Venue) c	licht agrees to pay reasonable fees for its collection
Proposal Submitted by: RKC LAND DEVELOPMENT, 1 PROJECT; Lake Sh	INC.
	Town of Lake Park

Accepted by:

Date:

Robert K. Carter

Date:

RKC LAND DEVELOPMENT, INC 13756 79th Court N

West Palm Beach, FL 33412

Outside Palm Beach County: 1-877-791-7866

rkclanddevelop@bellsouth.net Phone: (561) 791-7866

Fax: (561) 791-9219

PROPOSAL/C	ONTRACT	Annil 10 2000
THE TOWN OF LA	KE PARK	April 18, 2008 LAKE SHORE PARK PHASE II
Attantian HOMAT		EARLE SHORE PARK PHASE II
Attention: HOWARI	BUTTS CELL 722-9379	
OBJECTIVE: RKC	Scope of Wor	k: OPTION 2
	· · · · · · · · · · · · · · · · · · ·	
3. import & s	pread approx 180 yds of Road base	ed fill approx. 1500yds @\$7.00 a yd = \$10,500.00. @\$17.20 a yard = \$34,400.00. for driveway @\$25.00 a yd = \$4,500.00.
cannot be picked up contaminated with any on the ground in stock mulch left on the groutelephone poles. The require an additional a structures that are surunderground. Any alte upon written order and wherein, through no freschedule the completicarry liability insurance weather, etc. This pro ASBESTOS REMOVATERMS and conditions.	with the root rake. RKC will no concrete, steel, dirt or anything other pile areas to keep machinery from load and this will be considered strip presence of utilities or structures that amount to be added to this quote. RK mounded by trees that are to be retration or deviation from the above sy will be an extra charge above this estimate of his own, RKC is unable to ion of the work at its next available time. RKC can not be held responsible for posal is valid for thirty (30) days.	move-in & one set up of equipment only. RKC defines d root raking entire site 6" in depth. If there is any grass rubbing. There will be small wood debris left behind that is the responsible for any removal of vegetation that is than combustible vegetation. RKC will leave 6" of mulch ling dirty mulch. RKC is not responsible for the last 6" of pings. RKC will not be responsible for railroad ties or a interfere with the movement of RKC'S equipment will accept will not be responsible for any material pecifications involving extra costs will be executed only mate. Temporary work stoppage: Should a situation arise perform the work set forth as above, RKC shall then ne and levy reasonable remobilization charges. RKC will or unforescen situations such as muck beneath the earth, RKC IS NOT RESPONSIBLE FOR PERMITS OR
Owner of property will of lnc.'s operation. In the cland Development, Inc' Inc's equipment sitting is remove its equipment from accidents or delays beyon Bid Amount: \$49,400.0	NER IS RESPONSIBLE FOR ALL I carry liability insurance to cover damage event that Client's failure to perform he is said cost will be passed on to Client. I dle for more than 0 hour(s) RKC Land om the site with no guaranteed time of and RKC Land Development Inc's cont	ge to property not related to RKC Land Development, is terms of the contract results in additional costs to RKC Should said failure result in RKC Land Development, Development Inc'soption, reserves the right to re entry. All agreements are contingent upon strikes, trol.
Method of payment: NI Interest shall accrue on a owed under this contract	ET 30 DAYS FROM INVOICE Il overdue accounts at the rate of 18% (with Palm Beach County Verna)	per annum. In the event of non-payment of amounts
r roposal submitted by:	RKC LAND DEVELOPMENT, INC PROJECT; Lake Shor	
Accepted By:		wn of Lake Park
Robert K. Carter Date:	Accepted by: Date:	

AND THE POST OF THE PROPERTY O

Our terms are net 30 DAYS, no discount. Invoices will be submitted as work progresses, based upon approximate quantities of work completed... Statements will be submitted by the 25th and will be due and payable by the 10th of the following month. If account remains unpaid after thirty (30) days from the date of statement, Customer will assume personal responsibility, collectively and individually for the debts and agrees to pay the maximum interest rate allowed by law on the unpaid monies. A lien will be filed after forty-five (45) days of non-payment. Customer further agrees to pay all court cost and/or reasonable attorney fees incurred in collection of the account.

Unless our quotation provides otherwise, all charges for fill material delivered to, or removed from the job site will be based upon truck-measured quantities.

This quotation does not become a contract until accepted by both Customer and an authorized representative of the company. Please sign and return all copies immediately. One (1) executed copy will be mailed to you for your records. (Faxed copy will be considered same as an original)

RKC LAND DEVELOPMENT, INC.	THE TOWN OF LAKE PARK		
Authorized Signature	Authorized Signature		
Name	Name		
Date	Date		

The Town of Lake Park



"Jewel" of the Falm Beaches

RECEIVED

FAX COVER SHEET

	$\wedge \wedge$	•	APR 2 8 2008
TO:	Maria	COMPANY:	
FAX#_		PHONE#	Office Of Town Muneger
	Λ	PHONE#	
FROM:	Mon		
RE:	2.		•
DATE:	4/28/08 TO	OTAL PAGES INCLUDING	COVER
	Advional	Lmfd f) V
(Earthur	Ne DRF	
	Hs lent	me Kua	- Fayer
	have an	- gaest	run S
			/-

MEMORANDUM

TO:

Mayor and Commission

FROM:

Joseph S. Kroll, Public Works Director

DATE:

March 28, 2007

RE:

Lake Shore Park Renovations Project

Dear Mayor and Commissioners;

At the last Commission meeting March 21, 2007 Town Manager, Maria Davis was given authorization to renovate Lake Shore Park. As part of the renovation the unsuitable soil material needs to be removed and replaced with good nutrient based fill to sustain grass and tree growth. Approximately 4,500 cubic yards of material needs to be removed and excluding the heart trail approximately 4,100 cubic yards needs to be brought back in.

We have three quotes from reportable companies as follows:

RKC Land Development, Inc.

\$ 59,400.00

D.S. Eakins

\$ 81,000.00

Finish Line Site Development

\$ 75,096.00

Staff recommends RKC Land Development, Inc. as low bidder for the amount not to exceed \$60,000.00

LINUTE O

Finish Line Site Development 10311 Ironwood Road Palm Beach Gardens, FL 33410

Proposal

Submitted to: The Town of Lake Park

Attention: Joseph S. Kroll

Project: Kelsey Park

Remove and haul 8 inches of material located from tennis courts north to parking lot. Replace excavated material with imported dirt/sand mix.

1. Dig out and haul 4900 cubic yards at \$5.88/cy.....\$28,812.00

2. Import and place 4200 cubic yards at \$11.02/cy.....\$46,284.00

\$75,096.00

Exclusions:

1. Permits and fees

2. Water truck (if water truck is required it will be furnished on a Time and Material basis.)

Respectfully Submitted

Finish Line Site Development Ricky Moxley



POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403 (561) 842-0010

TO: Town of Lake Park

ATTEN: Joe Kroll

JOB LOCATION: Kelsey Park

PHONE: 881-3345

FAX: 881-3349 DATE: 3-28-07

ESTIMATE # 07-0029

JOB DESCRIPTION: Cut 6" Sand and Grass off 4 Acres. Replace with Top Soil and Fine Grade

(All Materials Supplied by Town)

PER PALM BEACH COUNTY TERM CONTRACT # 06-139

UTILITY CREW	HRS <u>270</u> @ 30	0.00 \$ 81,000.00
DEWATERING		0.00 0.00
TRUCKING	HRS @ 7	0.00 0.00
PIPE-PVC & FITTING / WATER OR SEWER	R FOOTAGE	
PIPE-DIP & FITTINGS / WATER OR SEWE	R FOOTAGE	
PIPE-RCP	FOOTAGE	
C-BASIN	-	
E-BASIN `		
MANHOLE	DEPTH	1
FLOWABLE FILL	AMOUNT	
CONCRETE PUMP		 ,
CONCRETE WORK		
CONCRETE DRIVE		
CONCRETE CURB		
CONCRETE SAW CUT		
FENCE REPAIR		
ROAD BASE	AMOUNT	······································
PAVING TYPE	AMOUNT	•
# 4 stone	AMOUNT	
SOD	AMOUNT	····
MOT		
TESTING		
BRICK - BLOCK - CEMENT - HYDRO		
·	TOTAL ESTIMATE	\$ 81,000.00



RKC LAND DEVELOPMENT, INC 13786 79th Court N

West Palm Beach, FL 33412 Outside Palm Beach County: I-877-791-7866

rkclanddevelop@bellsouth.net Phone: (561) 791-7866 Fex: (561) 791-9219 Proposal/Contract

March 23, 2007

Name: Joseph Kioli	Job Name: Lake Shore Park
Address:	Location: Lake Park
Telephone: 561-881-3345	Owner of Property
Fax: 561-881-3349	General Contractor: Town of Lake Park
Contact	
 Vertions identions wi Import and spread : 	SCOPE OF WORK approximately 4,500 cubic yords of unwanted soil transporting to the in city limits @
there is any grass coains this will be a cannot be picked up with root take. Reconstructed with any operates, steel 6" of malch on the ground in stockyll responsible for the last 6" of mulch to be responsible for the last 6" of mulch to be responsible for tailroad time or telep LAND DEVELOPMENT'S configuration to be responsible for damage to fine DEVELOPMENT will test be responsively make the concepted involving extra cents will be executed stoppage: Should a situation arise whe set forth as above, RICC LAND DEVELOPMENT will not be taken to the half responsible for authorsecent days.	For stated, price quoted is based upon one enever in and one set up of equipment only. RKC aring and grubbing as taken down all trees and attemps, and root raking arrive site 5" in depth. If the stripping, not clearing and grubbing. There will be small wood debris left techind that are of the stripping, not clearing and grubbing. There will be small wood debris left techind that are of the stripping other than combustible vegetation. RKC LAND DEVELOPMENT will leave be trees to keep machinery from totaling dry match. RKC LAND DEVELOPMENT will not ground, and this will be considered stripping. RKC LAND DEVELOPMENT will not phone poles. The presence of utilities or structures that irrefers with the transment of RKC in will require an additional amount to be added to this quote. RKC LAND DEVELOPMENT will east of that structures that are surrounded by ones that are to be removed. RKC LAND libbs for any rangerial underground. Any attention or deviation from the above specifications scally upon written order and will be an outre charge above this estimate. Temporary work area, through no fault of his own, RKC LAND DEVELOPMENT is unable to prefer in the work of CLAND DEVELOPMENT will carry liability insurance. RKC LAND DEVELOPMENT can assumble time, and leavy the class of the work at its next available time, and leavy the structure area to be carried to the completion of the work at its next available time, and leavy the first and then reached the carry liability insurance. RKC LAND DEVELOPMENT can assumble to the carry liability insurance.
DEVELOPMENT, INC. and come of configuration in the property of	the for all permits. Insurance to cover damage to property not related to RKC LAND DEVELOPMENT, INC.'S thus to perform his terms of the counter results in additional costs RKC LAND (II be passed on to Citien. Should said failure result in RKC LAND DEVELOPMENT, INC.'S hours (I RKC LAND DEVELOPMENT, INC.'S eption, reserves the right to remove its sequential time of months. All segretarity are constituted.
Bid Amquat: Method of Payment: net (30) Pmt Date:	NO RETAINAGE TO BE WITHHELD
	courts at the rate of 18% per aurum. In the event of non-payment of muoture owed under the arms, client agrees to pay remonable attendey five for its collection.
Proposal Submitted By: RKC LAND DEVEL OPMNET, Accepted By:	Accepted By:
	art Carter
Print Name	Date:

TAB 6

Town of Lake Park Town Commission Agenda Request Form

	ing Date: May 7, 2008			Agenda Item No.
[]	PUBLIC HEARING Ordinance on Second	d Reading	[]	RESOLUTION
[]	Public Hearing	•	[]	DISCUSSION
[]	ORDINANCE ON FIF	RST READING	[]	BID/RFP AWARD
[]	GENERAL APPROV	AL OF ITEM	[x]	CONSENT AGENDA
[]	Other:			
cover	IECT: Award contra r 2.3 acres at Lake Sh O7C-23A	oct to Odum's So ore Park utilizin	od, Inc to g Palm I	o furnish, install and roll sod to Beach County School District
Odun	OMMENDED MOTION 1's Sod, Inc to furnish utilizing Palm Beach	h, install and roll	sod to	rove the Award of Contract to cover 2.3 acres at Lake Shore Bid # O7C-23A
) - •	
Appro	oved by Town Manag	er <u>W.J.d.</u>	US	Date: 4/28/08
	oved by Town Manag	er <u>/// // // // // // // // // // // // /</u>	00	Date: 4/28/08 Attachments:
Origi			ark	
Depar [] Town	nating Department:	Costs: \$ 27,270.0 Funding Source: P Renovation Project	01	Attachments: Palm Beach County School District Bid # O7C- 23A [] Personnel [] Public Works

Summary Explanation/Background:

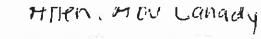
In 2007, work began on the revitalization of Lake Shore Park. The project included the removal of non-suitable vegetation and soil, the installation of a new irrigation system, lighting, the installation of benches and new landscape material (turf, trees, shrubs). The continuation of the Lake Shore Park Renovation Project will focus on the northern section of the park, from the tennis courts to the Intracoastal. This phase will incorporate the removal of six (6) inches of unsuitable topsoil /vegetation and replaced with suitable material for turf installation. This contract is to furnish, install and roll approximately 101,000 square feet of new sod in designated areas within the park.



ODUM'S SOD, INC.

13961 Okeechobee Blvd. · Loxahatchee, FL 33470

Frione: 501-333-7416 •	rax: 561-333-7455
PROPOSAL SUBMITTED TO:	PHONE: 881-3345 DATE 4/21/08
Town of Lake Park	108 NAME Lake Shore Park
STREET	STREET
CITY: STATE ZIP	city Late Park state Pla
	Fax# 881-3349
We hereby submit specifications and estimates for: $Affvox_i 10$	1,000 #
Floratam Sc	ed Installed at ,25/# = 25,250,00
10	1000 # Rolling at .02/#= 2,020,00
	Total \$27,270,00
	Strict Palm Brack County = 07C-23A ng, watering, Fertilizing, Rolling or any type of traffic control.
We hereby propose t	o furnish labor and materials - complete in accordance with above specifications, for the sum of:
	dollars (\$ 27, 270.00) with payment to be made as follows:
Dean Congletion	J
•	manner according to standard practices. Any alteration or deviation from above specifications trains charge over and above the estimate. All agreements contingent upon strikes, accidents, or days and is void thereafter at the option of the undersigned.
	E OF PROPOSAL y accepted. You are authorized to do the work as specified. Payment will be made
ACCEPTED:	Signature
Date of Acceptance:	Signature





ODUM'S SOD, INC.

13961 Okeechobee Blvd. · Loxahatchee, FL 33470 Phone: 561-333-7416 · Fax: 561-333-7455

Phone: 561-333-7	416 · Fax: 561-333-7455
PROPOSAL SUBMITTED TO:	PHONE: 881-3345 DATE 4/21/05
NAME Town of Lake Park	108 NAME Lake Shore Park
STREET	STREET
CITY: STATE ZIP	CITY: Late Park STATE Pla.
	Fax# 881-3349
We hereby submit specifications and estimates for: $\widehat{\mathcal{H}}$ of $\mathbb{C}v$ \mathbb{X}	. 101,000 #
01 (
Florata	im Scol Installed at ,25/# = 25,250,00
	101000 # Relling at .02/4= 2,020,00
	Total \$27,270,00
AS PENSCHOOL TEAM CO:11 ra	of Digfrict Palm Brack County of # 070-23A DE GRADING, WATERING, FERTILIZING, ROLLING OR ANY TYPE OF TRAFFIC CONTROL.
We here	by propose to furnish labor and materials - complete in accordance with above specifications, for the sum of:
	dollars (\$ 27, 270.) with payment to be made as follows:
Upon Completion	
All material is guaranteed to be as specified. All work to be completed in a v	workmanlike manner according to standard practices. Any alteration or deviation from above specifications
	come an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or
delays beyond our control. This proposal subject to acceptance within(days and is void thereafter at the option of the undersigned. Authorized Signature Authorized Signature
ACCE	PTANCE OF PROPOSAL
The above prices, specifications, and conditions are satisfactory and as outlined above.	are hereby accepted. You are authorized to do the work as specified. Payment will be made
ACCEPTED:	Signature
Date of Acceptance:	Signature

Joseph M. Moore, Chief Operating Officer Award approved per School Board Policy 6.14

INVITATION TO BID NO. 07C-23A TERM CONTRACT FOR SOD, SPRIGS, SEED AND GROUND PREPARATION

DATE:

DATE SOLICITED:

March 2, 2007

January 10, 2007

DATE OPENED:

February 28, 2007

07

DATE POSTED:

March 7, 2007

CONTRACT PERIOD: March 22, 2007 through March 21, 2009

DEPARTMENT: 1981 FUND: 3712 FUNCTION: 7410 ACCOUNT: 568100

FUNDING SOURCE: Operating Budget – Repair and Maintenance REQUESTING DEPARTMENT: Maintenance and Plant Operations 60 Bids Solicited 4 Responses (2 Bids, 2 No Bids) 56 No Response

9 M/WBEs Solicited, 1 M/WBE Responses (1 Bids, 0 No Bids) 8 No Response

FINANCIAL IMPACT

The two year financial impact to the General Fund budget is estimated at \$800,000. The source of funds is the Maintenance and Plant Operations Department budget.

Purchase orders processed from February 20, 2000 through March 2, 2007 total \$800,000.

Items to be purchased include various types of sod and ground preparations

AWARD RECOMMENDATION / TABULATION

VENDOR	MINORITY STATUS	ITEMS 1 & 2	ITEMS 3 & 4	ITEMS 5, 6, & 7
Meyer's Turf, LLC	31A1U3	\$65.07		
Odum's Sod, Inc	8	<u>\$12.93</u>	<u>\$12.85</u>	<u>\$150.91</u>
LEGEND: = Award				
() = Reject				

MINORITY - (2-Black, 3-Hispanic, 4-Indian/Alaska, 5-Asian, 6-Women, 7-Disabled, 8-Other)

RECOMMENDATION: It is recommended that the award be made to the lowest bid from the responsive and responsible bidder(s), as indicated above, and authorize the use of the next lowest bidder(s) meeting the same conditions in the

event the original awardee cannot fulfill their contract.

Note: Original RFP / Bid document is available upon request.

Last printed 3/2/2007 9:33:00 AM



THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA

ARTHUR C. JOHNSON, Ph.D. SUPERINTENDENT OF SCHOOLS

Sharon Swan, Director
Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813
Phone: (561) 434-8216 Fax: (561)963-3823
www.palmbeach.k12,Il us/bids

March 20, 2007

Odum's Sod, Inc. Mr. James W. Hammond 13961 Okeechobee Blvd. Loxahatchee, FL 33470

Subject:

Letter of Agreement

Bid Number:

07C-23A

Bid Title:

Term Contract for Sod, Sprigs, Seed, and Ground Preparation

Term of Contract:

March 22, 2007 through March 21, 2009

Dear Mr. Hammond:

This is to advise you that the School Board of Palm Beach County, Florida, has accepted your offer to supply sod, seed and ground preparation as per attached recommendation/tabulation. This acceptance is subject to compliance with bid specifications, terms, and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School Board.

An original certificate of insurance as per special condition "P", "INSURANCE REQUIREMENTS", must be mailed within fifteen (15) days of the notification. Your insurance company is required to have the School District of Palm Beach County, Florida, NAMED AS AN ADDITONAL INSURED. NO WORK SHALL COMMENCE UNTIL WE RECEIVE THE CERTIFICATE. CERTIFICATE OF INSURANCE MUST REFERENCE ABOVE BID NUMBER. PLEASE BE SURE TO ADVISE YOUR INSURANCE CARRIER.

Purchase orders may be utilized to cover the purchase of sod, sprigs, seed and ground preparation as the need arises. Purchase orders are your notification to proceed with fulfilling the School Districts request for sod, sprigs, seed and ground preparation. Delivery of sod, sprigs, seed and ground preparation without proper authorization may result in nonpayment.

Thank you for your bid and we are looking forward to doing business with you and your company.

Sincerely,

Sharon Swan, C.P.M., Purchasing Department

the second se

c:

Morris Simpson, Purchasing Agent

bid file



Office of Small Business Assistance

50 South Military Trail, Suite 209
West Palm Beach, FL 33415
(561) 616-6840
Fax (561) 616-6850
www.pbcgov.com

Palm Beach County

Board of County

Commissioners

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Robert J. Kanjian

Mary McCarty

Burt Azronson

Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity Affirmative Action Employer" December 6, 2007

Mr. P.W. Odums, Jr. Odums Sod, Inc. 13961 Okeechobee Boulevard Loxahatchee, FL 33470

Dear Mr. Odums:

The Palm Beach County Office of Small Business Assistance has completed its review of the documents you submitted for renewal of your firm's certification and is pleased to announce that your firm has been certified for Sod, Grass as a Small/Minority business Enterprise (S/MBE) for three (3) years. You will not receive SBE consideration if you bid in another area. Enclosed is your certificate.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified SBE firms. If you wish to have your firm's services changed, please contact our office at (561) 616-6840 for an application to amend your certification.

Your company's certification is subject to periodic review to verify your continued eligibility. Any changes you report to any County Department/Division must also be reported to OSBA. Your company name and vendor code must be the same in both Purchasing and OSBA. Failure to maintain your firm in accordance with SBE requirements contained in the Palm Beach County Code or failure to report changes in the status of your firm may result in your firm being decertified. Remember, whenever you respond to a County bid you must do so under the name of Odums Sod, Inc. with vendor code ODUM0004.

Sincerely,

Vicke Hobbs

Vicki Hobbs Small Business Development Specialist I

Director of Purchasing.

Item Response Form

TO THE STATE OF TH

Item

07C-23A-1-01 - Group 1 Total Price A-E1-9 Inclusive: Item A - Furnish and Install

Sod - District prep surface

Quantity

1 square foot

Unit Price

10.25

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u>
Palm Beach County School District
West Palm Beach FL 33406

Qty 1

Description

ST. AUGUSTINE FLORATAM

Item

07C-23A-1-02 - Group 1 Total Price A-E1-9 Inclusive: Item B - Paliet delivery and

Off-loading of Sod only - District prep surface

Quantity

1 square foot

Unit Price

-0.033

Delivery Location

School District of Palm Beach County FI

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

ST. AUGUSTINE FLORATAM

Item

07C-23A-1-03 - Group 1 Total Price A-E1-9 Inclusive: Item C - Sod Pick-up by School

ا المراقعة الم

District vehicle North Zone-District prep surface

Quantity

1 square foot

Unit Price

C

Delivery Location

School District of Palm Beach County Fl

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

ST. AUGUSTINE FLORATAM

Item

07C-23A-1-04 - Group 1 Total Price A-E1-9 Inclusive: Item D - Sod Pick-up by School

District vehicle South Zone-District prep surface

Quantity

1 square foot

Unit Price

Cal

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

ST. AUGUSTINE FLORATAM

Item

07C-23A-1-05 - Group 1 Total Price A-E1-9 Inclusive: Item E 1 - Furnish and Install

Sod - Vendor prepared surface

Quantity

1 square foot

Unit Price

10.27

Delivery Location

School District of Palm Beach County FI

<u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

ST. AUGUSTINE FLORATAM

Item

07C-23A-1-06 - Group 1 Total Price A-E1-9 Inclusive: Item E 2 - Sod Cutting and

orabo et de la como telegram gaugin vice o matella de la della del

removal of vegetation - Vendor prepared surface

Quantity

1 square foot

Unit Price

0.14

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

ST. AUGUSTINE FLORATAM

Item

07C-23A-1-07 - Group 1 Total Price A-E1-9 Inclusive: Item E 3 - Cultivating to a 2"

CONTROL OF THE CONTRO

depth - Vendor prepared surface

Quantity

1 square foot

Unit Price

10.02

Delivery Location

School District of Palm Beach County FI

<u>Various Locations for the District</u>
Palm Beach County School District
West Palm Beach FL 33406

Qty 1

Description

ST. AUGUSTINE FLORATAM

[tem

07C-23A-1-08 - Group 1 Total Price A-E1-9 Inclusive: Item E 4 - Grading to a fine

مقدمات فالمستمينية الأفرود والأوراد والأفراد والكورية والأوراد الأوراد والمراجع المراجع والمراجع والمنطقة والمنطقة والمستمون المستوان والمراجع والمراجع والمنطقة والم

grade - Vendor prepared surface

Quantity

1 square foot

Unit Price

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

ST. AUGUSTINE FLORATAM

Item

07C-23A-1-09 - Group 1 Total Price A-E1-9 Inclusive: Item E S - Rolling - Vendor

and the state of t

prepared surface

Quantity

1 square foot

Unit Price

(), ()

Delivery Location

School District of Palm Beach County FI

<u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406

Otv 1

Description

ST. AUGUSTINE FLORATAM

Item

07C-23A-1-10 - Group 1 Total Price A-E1-9 Inclusive: Item E 6 - Spray Turf (Roundup

Grass Killer) - Vendor prepared surface

Quantity

1 square foot

Unit Price

10.01

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

ST. AUGUSTINE FLORATAM

Item

07C-23A-1-11 - Group 1 Total Price A-E1-9 Inclusive: Item E 7 - Top Dress Soil -

مناهم مينا منطقه الكال المناطق المسارعات ومعارضات ومعارضين والمنطق والمناطق والمناط المناطق ال

1(6111

Vendor prepared surface

Quantity

1 square foot

Unit Price

() () 7

Delivery Location

School District of Palm Beach County FI

Yar<u>ious Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406 Qty 1

Description

ST. AUGUSTINE FLORATAM

Item

07C-23A-1-12 - Group 1 Total Price A-E1-9 Inclusive: Item E B - fill Material - Vendor

prepared surface

Quantity

1,ton

Unit Price

市六汉

Delivery Location

School District of Palm Beach County FI

<u>Various Locations for the District</u>
Palm Beach County School District
West Palm Beach FL 33406

Qty 1

Description

ST. AUGUSTINE FLORATAM

[tem

07C-23A-1-13 - Group 1 Total Price A-E1-9 Inclusive: Item E 9 - Fertilizing 16-4-8

THE PROPERTY OF A CONTROL OF THE PROPERTY OF T

(300 pounds per acre) - Vendor prepared surface

Quantity

1 pound

Unit Price

10.35

Delivery Location

School District of Palm Beach County FI

<u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

ST. AUGUSTINE FLORATAM

Item

07C-23A-2-01 - Group 2 Total Price F-J1-9 Inclusive: Item F - Furnish and Install Sod

是是一个人,我们就是一个人的人,我们就是一个人的人,我们就是一个人的人,我们是一个人的人,我们就是一个人的人,我们就不是一个人,我们就不是一个人,我们就不是一个人,我们

- District prep surface

Quantity

1 square foot

Unit Price

0.155

Delivery Location

School District of Palm Beach County Fl

Various Locations for the <u>District</u> Paim Beach County School District West Palm Beach FL 33406

Qty 1

Description

AUGUSTINE BAHIA SOD

Item

07C-23A-2-02 - Group 2 Total Price F-J1-9 Inclusive: Item G - Pallet delivery and Off-

loading of Sod only - District prep surface

Quantity

1 square foot

Unit Price

C(13)

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

AUGUSTINE BAHIA SOD

Item

07C-23A-2-03 - Group 2 Total Price F-J1-9 Inclusive: Item H - Sod Pick-up by School

THE SECOND CONTROL NOT THE SECOND CONTROL CONTROL WAS CONTROL OF THE SECOND CONTROL OF THE SECOND CONTROL OF THE CONTROL OF TH

District vehicle North Zone-District prep surface

Quantity

1 square foot

Unit Price

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

AUGUSTINE BAHIA SOD

ltem

07C-23A-2-04 - Group 2 Total Price F-31-9 Inclusive: Item I - Sod Pick-up by School

District vehicle South Zone-District prep surface

Quantity

1 square foot

Unit Price

1043-

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u>
Palm Beach County School District
West Palm Beach FL 33406

Qty 1

Description

AUGUSTINE BAHLA SOD

Item

07C-23A-2-05 - Group 2 Total Price F-J1-9 Inclusive: Item J 1 - Furnish and Install

Sod - Vendor prepared surface

Quantity

1 square foot

Unit Price

0.175

Delivery Location

School District of Palm Beach County Fl

Various Locations for the District Palm Beach County Schoo. District West Palm Beach FL 33406

Qty I

Description

AUGUSTINE BAHIA SOD

Item

07C-23A-2-06 - Group 2 Total Price F-J1-9 Inclusive: Item J 2 - Sod Cutting and

removal of vegetation - Vendor prepared surface

Quantity

1 square foot

Unit Price

J. 14

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

AUGUSTINE BAHIA SOD

Item

07C-23A-2-07 - Group 2 Total Price F-J1-9 Inclusive: Item J 3 - Cultivating to a 2"

depth - Vendor prepared surface

Quantity

1 square foot

Unit Price

60.03

Delivery Location

School District of Palm Beach County Fl

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

AUGUSTINE BAHIA SOD

-Item

07C-23A-2-08 - Group 2 Total Price F-J1-9 Inclusive: Item J 4 - Grading to a fine

grade - Vendor prepared surface

Quantity

1 square foot

Unit Price

0.07

Delivery Location

School District of Palm Beach County Fl

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

AUGUSTINE BAHIA SOD

Item

07C-23A-2-09 - Group 2 Total Price F-J1-9 Inclusive: Item J 5 - Spray Turf (Roundup

Grass Killer) - Vendor prepared surface

Quantity

1 square foot

Unit Price

(3. Oi

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u>
Palm Beach County School District
West Palm Beach FL 33406

Qty 1

Description

AUGUSTINE BAHIA SOD

Item

07C-23A-2-10 - Group 2 Total Price F-J1-9 Inclusive: Item 3 6 - Rolling - Vendor

prepared surface

Quantity

1 square foot

Unit Price

0.02

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u>
Palm Beach County School District
West Palm Beach FL 33406

Qty 1

Description

AUGUSTINE BAHIA SOD

Item

07C-23A-2-11 - Group 2 Total Price F-J1-9 Inclusive: Item J 7 - Top Dress Soil -

TO A TO SECURE TO A SECURITIES AND A SECURITIES A

Vendor prepared surface

Quantity

1 square foot

Unit Price

0.00

Delivery Location

School District of Palm Beach County Fl

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

Oty 1

Description

AUGUSTINE BAHIA SOD

Item

07C-23A-2-12 - Group 2 Total Price F-J1-9 Inclusive: Item J 8 - Fill Material - Vendor

prepared surface

Quantity

1 ton

Unit Price

11 15 CC

Delivery Location

School District of Palm Beach County Fl

Various Locations for the District Paim Beach County School District West Palm Beach FL 33406

Qty 1

Description

AUGUSTINE BAHIA SOD

Item

07C-23A-2-13 - Group 2 Total Price F-J1-9 Inclusive: Item J 9 - Fertilizing 15-5-15

the property of the property o

(300 pounds per acre) - Vendor prepared surface

Quantity

1 pound

Unit Price

0.20

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

AUGUSTINE BALIA SOD

Item

07C-23A-3-01 - Group 3 Total Price K-01-9 Inclusive: Item K - Furnish and Install

with the decision of the control of

Sod - District prep surface

Quantity

1 square foot

Unit Price

10 d45

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u>
Palm Beach County School District
West Palm Beach FL 33406

Qty 1

Description

TIFWAY 419 BERMUDA

Item

07C-23A-3-02 - Group 3 Total Price K-O1-9 Inclusive: Item L - Pallet delivery and

t give or give research accomplishment and constructions and the second second

Off-loading of Sod only - District prep surface

Quantity

1 square foot

Unit Price

10.33

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u>
Palm Beach County School District
West Palm Beach FL 33406

Qty 1

Description

TIFWAY 419 BERMUDA

The state of the s

07C-23A-3-03 - Group 3 Total Price K-O1-9 Inclusive: Item M - Sad Pick-up by School

District vehicle North Zone-District prep surface

Quantity

Irem

1 square foot

Unit Price

0.215

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u>
Palm Beach County School District
West Palm Beach FL 33406

Qty 1

Description

TIFWAY 419 BERMUDA

Item

07C-23A-3-04 - Group 3 Total Price K-01-9 Inclusive: Item N - Sod Pick-up by School

District vehicle South Zone-District prep surface

Quantity

1 square foot

Unit Price

0.016

Delivery Location

School District of Palm Beach County FI

<u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

TIFWAY 419 BERMUDA

Item

07C-23A-3-05 - Group 3 Total Price K-O1-9 Inclusive: Item O 1 - Furnish and Install

Sod - Vendor prep surface

Quantity

1 square foot

Unit Price

C. Sec

Delivery Location

School District of Palm Beach County Fl

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

TIFWAY 419 BERMUDA

Item

07C-23A-3-06 - Group 3 Total Price K-O1-9 Inclusive: Item O 2 - Sod Cutting and

removal of vegetation - Vendor prep surface

The state of the s

Quantity

1 square foot

Unit Price

0.14

Delivery Location

School District of Palm Beach County Fl

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

TIFWAY 419 BERMUDA

Item

07C-23A-3-07 - Group 3 Total Price K-O1-9 Inclusive: Item O 3 - Cultivating to a 2"

depth - Vendor prep surface

Quantity

1 square foot

Unit Price

0.00

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u>
Palm Beach County School District
West Palm Beach FL 33406

Qty 1

Description

TIFWAY 419 BERMUDA

Item

07C-23A-3-08 - Group 3 Total Price K-O1-9 Inclusive: Item O 4 - Grading to a fine

grade - Vendor prep surface

Quantity

1 square foot

Unit Price

0 : (3-

Delivery Location

School District of Palm Beach County Fl

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

TIFWAY 419 BERMUDA

Item

07C-23A-3-09 - Group 3 Total Price K-O1-9 Inclusive: Item 0 5 - Rolling - Vendor

The second secon

prep surface

Quantity

1 square foot

Unit Price

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u>
Palm Beach County School District
West Palm Beach FL 33405

Qty 1

Description

TIFWAY 419 BERMUDA

Item

07C-23A-3-10 - Group 3 Total Price K-O1-9 Inclusive: Item O 6 - Spray Turf

(Roundup Grass Killer) - Vendor prep surface

Quantity

1 square foot

Unit Price

10:01

Delivery Location

School District of Palm Beach County Fl

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

TIFWAY 419 BERMUDA

Item

07C-23A-3-11 - Group 3 Total Price K-O1-9 Inclusive: Item O 7 - Top Dress Soil -

ما على الله المراجعة المراجعة

Vendor prep surface

Quantity

1 square foot

Unit Price

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Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406

Oty 1

Description

TIFWAY 419 BERMUDA

1tem

07C-23A-3-12 - Group 3 Total Price K-01-9 Inclusive: Item 0 8 - Fill Material -

THE THE RELIGIOUS CONTRACTOR OF THE CONTRACT OF THE PROPERTY OF THE STATE OF THE PROPERTY OF THE PROPERTY OF THE

Vendor prep surface

Quantity

1 ton

Unit Price

国民政

Delivery Location

School District of Palm Beach County Fi

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

TIFWAY 419 BERMUDA

Item

07C-23A-3-13 - Group 3 Total Price K-O1-9 Inclusive: Item O 9 - Fertilizing 16-4-8

(300 pounds per acre) - Vendor prep surface

Quantity

1 pound

Unit Price

(C. 274

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u>
Palm Beach County School District
West Palm Beach FL 33406

Qty 1

Description

TIFWAY 419 BERMUDA

Item

07C-23A-4-01 - Group 4 Total Price P-Q1-9 Inclusive : Item P - Furnish and Install

Process the second that the control of the control

Sod - District prep surface

Quantity

1 square foot

Unit Price

C1.195

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

CERTIFIED "3IG ROLL" TIFWAY 419 BERMUDA: Sod shall be delivered as harvested 42" wide and 60' long. Vendor shall remove all mesh materials from rolled sod prior to installation.

Item

07C-23A-4-02 - Group 4 Total Price P-Q1-9 Inclusive : Item Q 1 - Furnish and Install

Sod - Vendor prep surface

Quantity

1 square foot

Unit Price

0.205

Delivery Location

School District of Palm Beach County Fl

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

CERTIFIED "BIG ROLL" TIFWAY 419 BERMUDA: Sod shall be delivered as harvested 42" wide and 60' long. Vendor shall remove all mesh materials from rolled sod prior to installation.

Item

07C-23A-4-03 - Group 4 Total Price P-Q1-9 Inclusive: Item Q 2 - Sod Cutting and

removal of vegetation - Vendor prep surface

Quantity

1 square foot

Unit Price

MO, 14

Delivery Location

School District of Palm Beach County Fl

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

CERTIFIED "BIG ROLL" TIFWAY 419 BERMUDA: Sod shall be delivered as harvested 42" wide and 60' long. Vendor shall remove all mesh materials from rolled sod prior to installation.

المراق ال

Item

07C-23A-4-04 - Group 4 Total Price P-Q1-9 Inclusive : Item Q 3 - Cultivating to a 2"

depth - Vendor prep surface

Quantity

1 square foot

Unit Price

Ca Cot

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u>
Palm Beach County School District
West Palm Beach FL 33406

Qty 1

Description

CERTIFIED "BIG ROLL" TIFWAY 419 BERMUDA: Sod shall be delivered as harvested 42" wide and 60' long. Vendor shall remove all mesh materials from rolled sod prior to installation.

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Item

07C-23A-4-05 - Group 4 Total Price P-Q1-9 Inclusive : Item Q 4 - Grading to a fine

grade - Vendor prep surface

Quantity

1 square foot

Unit Price

Delivery Location

School District of Palm Beach County FI

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

CERTIFIED "BIG ROLL" TIFWAY 419 BERMUDA: Sod shall be delivered as harvested 42" wide and 60' long. Vendor shall remove all mesh materials from rolled sod prior to installation.

min admit sale of progressions a declarate of the control of the c

07C-23A-4-06 - Group 4 Total Price P-Q1-9 Inclusive : Item Q 5 - Rolling - Vendor

prep surface Quantity

Unit Price

1 square foot

Delivery Location

School District of Palm Beach County Fl

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

CERTIFIED "BIG ROLL" TIFWAY 419 BERMUDA: Sod shall be delivered as harvested 42" wide and 60' long. Vendor shall remove all mesh materials from rolled sod prior to installation.

Item

07C-23A-4-07 - Group 4 Total Price P-Q1-9 Inclusive : Item Q 6 - Spray Turf

min min min min min de transfer and the second and

(Roundup Grass Killer) - Vendor prep surface

Quantity

1 square foot

Unit Price

10101

Delivery Location

School District of Palm Beach County Fl

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

CERTIFIED "BIG ROLL" TIFWAY 419 BERMUDA: Sod shall be delivered as harvested 42" wide and 60' long. Vendor shall remove all mesh materials from rolled sod prior to installation.

LE LE PROPERTY OF THE SECOND CONTROL OF SECOND OF THE SECOND CONTROL OF THE SECOND CONTR

Item

07C-23A-4-08 - Group 4 Total Price P-Q1-9 Inclusive: Item Q 7 - Top Dress Soil -

Vendor prep surface

Quantity

1 square foot

Unit Price

Delivery Location

School District of Palm Beach County Fl

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

Description

CERTIFIED "BIG ROLL" TIFWAY 419 BERMUDA: Sod shall be delivered as harvested 42" wide and 60' long. Vendor shall remove all mesh materials from rolled sod prior to installation.

Item

07C-23A-4-09 - Group 4 Total Price P-Q1-9 Inclusive : Item Q 8 - Fill Material -

Vendor prep surface

Quantity

1 ton

Unit Price

FROM

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u>
Palm Beach County School District
West Palm Beach FL 33406

Qty 1

Description

CERTIFIED "BIG ROLL" TIFWAY 419 BERMUDA: Sod shall be delivered as harvested 42" wide and 60' long. Vendor shall remove all mesh materials from rolled sod prior to installation.

Item

07C-23A-4-10 - Group 4 Total Price P-Q1-9 Inclusive: Item Q 9 - Fertilizing 16-4-8

والمراه والمستوانية والمستواني

(300 pounds per acre) - Vendor prep surface

Quantity

1 pound

Unit Price

O ST

Delivery Location

School District of Palm Beach County Fl

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

CERTIFIED "BIG ROLL" TIFWAY 419 BERMUDA: Sod shall be delivered as harvested 42" wide and 60' long. Vendor shall remove all mesh materials from rolled sod prior to installation.

The state of the s

Item

07C-23A-5-01 - Group 5 Total Price R-V1-8 Inclusive : Item R - Furnish and Install

Sod - District prep surface

Quantity

1 square foot

Unit Price

10.05

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u>
Palm Beach County School District
West Palm Beach FL 33406

Qty 1

Description

CERTIFIED TIFWAY 419 BERMUDA SPRIGS

Item

07C-23A-5-02 - Group 5 Total Price R-V1-8 Inclusive : Item S - Delivery and Off-

ال الخاص المراكب الأخلاص المواد المراكب مداه المواد المراكب مداه المواد المراكب المراك

loading of Sod only - District prep surface

Quantity

1 square foot

Unit Price

C 1276

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

CERTIFIED TIFWAY 419 BERMUDA SPRIGS

Item

07C-23A-5-03 - Group 5 Total Price R-V1-8 Inclusive : Item T - Sod Pick-up by School

District vehicle North Zone-District prep surface

Quantity

1 square foot

Unit Price

10,03

Delivery Location

School District of Palm Beach County Fl

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

CERTIFIED TIFWAY 419 BERMUDA SPRIGS

Item

07C-23A-5-04 - Group 5 Total Price R-V1-8 Inclusive : Item U - Sod Pick-up by

School District vehicle South Zone-District prep surface

Quantity

1 square foot

Unit Price

-0.03

Delivery Location

School District of Palm Beach County Fl

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

CERTIFIED TIFWAY 419 BERMUDA SPRIGS

Item

07C-23A-5-05 - Group 5 Total Price R-V1-8 Inclusive : Item V 1 - Furnish and Install

Sod - Vendor prep surface

Quantity

1 square foot

Unit Price

10.07

Delivery Location

School District of Palm Beach County Fl

<u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406

Qty 1

Description

CERTIFIED TIFWAY 419 BERMUDA SPRIGS

Item

07C-23A-5-06 - Group 5 Total Price R-V1-8 Inclusive: Item V 2 - Sod Cutting and

removal of vegetation - Vendor prep surface

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p.21

School District of Palm Beach County FI

Bid 07C-23A

07C-23A-5-10 - Group 5 Total Price R-V1-8 Inclusive : Item V 6 - Spray Turf

(Roundup Grass Killer) - Vendor prep surface

Quantity 1 square foot

item

Unit Price 50°0

Delivery Location School District of Palm Beach County Fi

Qty 1 West Palm Beach FL 33406 Palm Beach County School District Various Locations for the District

CERTIFIED TIFWAY 419 BERMUDA SPRIGS

Item Vendor prep surface 07C-23A-5-11 - Group 5 Total Price R-V1-8 Inclusive : Item V 7 - Top Dress Soil -

0.10

1 square foot

Unit Price Quantity

Delivery Location

School District of Palm Beach County Fi

West Paim Beach FL 33406 Palm Beach County School District Various Locations for the District

Description
CERTIFIED TIFWAY 419 BERMUDA SPRIGS

Item Vendor prep surface 07C-23A-5-12 - Group 5 Total Price R-V1-8 Inclusive : Item V 8 - Fill Material -

1 ton

Quantity

Unit Price

AF CO

Delivery Location School District of Palm Beach County FI

West Palm Beach FL 33406 Palm Beach County School District Various Locations for the District

Description
CERTIFIED TIFWAY 419 BERMUDA SPRIGS

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Bid 07C-23A

GRASS SEEDS (DELIVERY ONLY)

Item 07C-23A-6-02 - Group 6 Total Price W-Z Inclusive : Item X - Certified Hulled

Bermuda Grass Seed

Quantity 1 pound

Unit Price Delivery Location

School District of Palm Beach County Fl \$ 500 P

Palm Beach County School District West Palm: Beach FL 33406 Various Locations for the District

Description

T Atb

GRASS SEEDS (DELIVERY ONLY)

Item Cheyenne Bermuda Grass Seed 07C-23A-6-03 - Group 6 Total Price W-Z Inclusive : Item Y - Certified Hulled

1 pound 18:50

Unit Price

Quantity

Delivery Location School District of Palm Beach County Fl

Various Locations for the District Palm Beach County School District West Palm Beach FL 33406

T Atb

Description
GRASS SEEDS (DELIVERY ONLY)

Item 07C-23A-6-04 - Group 6 Total Price W-Z Inclusive : Item Z - Certified Yumas

Bermuda Grass Seed

Quantity 1 pound

Unit Price

Delivery Location School District of Palm Beach County Fl 00°.E.y

West Palm Beach FL 33406 Palm Beach County School District Various Locations for the District

Description
GRASS SEEDS (DELIVERY ONLY)

GRASS SEEDS: (Deliver and plant 6 to 8 pounds per 1,000 sf)

item 07C-23A-7-02 - Group 7 Total Price AA-EE Inclusive: Item BB - Certified Hulled

Quantity 1000 square foot Bermuda Grass Seed "OBSTRICTSOFT OF #1950 per 1500 Seft.

Delivery Location School District of Palm Beach County Fl

Unit Price

Palm Beach County School District West Palm Beach FL 33406 Qty 1000 Various Locations for the District

Description

GRASS SEEDS: (Deliver and plant 6 to 8 pounds per 1,000 sf).

07C-23A-7-03 - Group 7 Total Price AA-EE Inclusive: Item CC - Certified Perennial

[tem

Rye Grass Seed

Delivery Location **Unit Price** Quantity School District of Palm Beach County Fl 1000 square foot D.122 8810° or Alaso per 1,000 Seft

Palm Beach County School District West Palm Beach FL 33406 Qty 1000 Various Locations for the District

Description
GRASS SEEDS: (Deliver and plant 6 to 8 pounds per 1,000 sf).

Item 07C-23A-7-04 - Group 7 Total Price AA-EE Inclusive: Item DD - Certified Hulled

Cheyenne Bermuda Grass Seed

Unit Price Quantity 10 中 12 中 0 1000 square foot 311 6 per 1000 Sp. ft.

School District of Palm Beach County Fi Palm Beach County School District West Palm Beach FL 33406 Various Locations for the District

Delivery Location

Qty 1000

Description
GRASS SEEDS: (Deliver and plant 6 to 8 pounds per 1,000 sf).

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School District of Palm Beach County FI

Bld 07C-23A

GRASS SEEDS: (Deliver and plant 6 to 8 pounds per 1,000 sf).

07C-23A - ADDITIONAL INFORMATION

<u> </u>	\$j0.08 sq.ft	Provide the cost per square foot for laser grading of Bermuda athletic and practice fields.
	\$ 0.04 sq.ft.	Provide the cost per square foot (up charge) to install sod in areas inaccessible to motorized equipment

School District Price Sheet (Effective March 22, 2007)

700	1 Paund	Fertilizer 164-8 (300 I.BS per acre) (Vender Prepared Surface)
\$5.00	1 Ton	Fill Material (Vender Prepared Surface)
\$0.07	I Sq. Ft.	Top Dress Soil- (Vender Prepared Surface)
\$0.01	1 Sq. Ft.	Spray Turf (Roundup Grass Killer) (Vender Prepared Surface)
\$0.02	1 Sq. Ft.	Rolling (Vender Prepared Surface)
\$0.02	1 Sq. Ft.	Grading to a Fine Grade (Vender Prep)
\$0.02	I Sq. Ft.	Cultivating to a 2" Depth (Vender Prep)
\$0.14	1 Sq. Ft	Sod Cutting and Removal of Vegetation (Vender Prep)
\$0.27	1 Sq. Ft	Furnish and Install Sod (Vender Prep Surface)
\$0.21	1 Sq. Ft.	Sod Pick-up by School District Vehicle South Zone (District Prep)
\$0.21	1 Sq. Ft.	Sod Pick-up by School District Vehicle North Zone (District Prep)
\$0.23	I Sq. Ft.	Pallet Delivery and Off-Loading of Sod Only (District Prep)
\$0.25	I Sq. Ft	Furnish and Install Sod (District Prep Surface)
PER SQ. FT.	Quantity	Description
UNIT PRICE		

Furnish and Install Sod (District Prep Surface) Pallet Delivery and Off-Loading of Sod Only (District Prep) Sod Pick-up by School District Vehicle North Zone (District Prep) Sod Pick-up by School District Vehicle South Zone (District Prep) Sod Pick-up by School District Vehicle South Zone (District Prep) Sod Cutting and Install Sod (Vender Prep Surface) Sod Cutting and Removal of Vegetation (Vender Prep) Sod Cutting to a 2" Depth (Vender Prep) Crading to a Fine Grade (Vender Prep) Sod Cutting to a Fine Grade (Vender Prep) Sod Cutting Turf (Roundup Grass Killer) (Vender Prepared Surface) Sod Surface) Sod Surface) Sod Cutting to a Fine Grade (Vender Prep) Sod Cutting to a Fine Grade (Vender Prep) Sod Surface) Sod Surface) Sod Cutting to a Surface (Vender Prep) Sod Cutting to a Surface (Vender Prep) Sod Surface Surface) Sod Surface Surfa	20 US	1 SA FI	Ton Dress Soil- Wender Prenamed Surface)
Ouantity Quantity PER 1 Sq. Ft. 1 Sq. Ft. p) 1 Sq. Ft.	\$0.01	1 Sq. Ft.	Spray Turf (Roundup Grass Killer) (Vender Prepared Surface)
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Quantity PER SO 1 Sq. Ft. 1 Sq. Ft. 1 Sq. Ft. 1 Sq. Ft.	S0.175	J Sq. Ft.	Furnish and Install Sod (Vender Prep Surface)
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UNIT Quantity PER 9 1 Sq. Ft. 1 Sq. Ft.	\$0.12	1 Sq. Ft	Sod Pick-up by School District Vehicle North Zone (District Prep)
Quantity PER 1	\$0.13		Pallet Delivery and Off-Loading of Sod Only (District Prep)
HAI SOD Quantity	\$0.155	1 Sq. Ft.	Furnish and Install Sod (District Prep Surface)
BAHAISOD	UNIT PRICE PER SQ. FT.	Quantity	Description
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	Entilizar 16 / 9 /200 I DC and and Manday Demand Conferm
I Ton	Fill Material (Vender Prepared Surface)
1 Sq. Ft.	Top Dress Soil- (Vender Prepared Surface)
	Spray Turf (Roundup Grass Killer) (Vender Prepared Surface)
18	Rolling (Vender Prepared Surface)
1.9	Grading to a Fine Grade (Vender Prep)
1.9	Cultivating to a 2" Depth (Vender Prep)
	Sod Cutting and Removal of Vegetation (Vender Prep)
	Furnish and Install Sod (Vender Prep Surface)
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_	Sod Pick-up by School District Vehicle North Zone (District Prep)
	Pallet Delivery and Off-Loading of Sod Only (District Prep)
	Furnish and Install Sod (District Prep Surface)
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\$0.27	I Pound	Fertilizer 16-4-8 (300 LBS per acre) (Vender Prepared Surface) 1 Pound
\$5.00	1 Ton	Fill Material (Vender Prepared Surface)
\$0.06	1 Sq. Ft.	Top Dress Soil- (Vender Prepared Surface)
\$0.01	1 Sq. Ft.	Spray Turf (Roundup Grass Killer) (Vender Prepared Surface)
\$0.02	1 Sq. Ft.	Rolling (Vender Prepared Surface)
\$0.02	1 Sq. Ft	Grading to a Fine Grade (Vender Prep)
\$0.02	I Sq. Ft.	Cultivating to a 2" Depth (Vender Prep Surface)
\$0.14	1 Sq. Ft.	Sod Cutting and Removal of Vegetation (Vender Prep Surface)
\$0.305	I Sq. Ft.	Furnish and Install Sod (Vender Prep Surface)
\$0.295	I Sq. Ft.	Furnish and Install Sod (District Prep Surface)
UNIT PRICE PER SQ. FT.	Quantity	Description
119	WAY	CERTIFIED "BIG ROLL" TIFWAY 419

\$5.00	1 Ton	Fill Material (Vender Prepared Surface)
\$0.10	1 Sq. Ft.	Top Dress Soil- (Vender Prepared Surface)
\$0.04	1 Sq. Ft.	Spray Turf (Roundup Grass Killer) (Vender Prepared Surface)
\$0.02	1 Sq. Ft.	Rolling (Vender Prepared Surface)
\$0.02	1 Sq. Ft.	Grading to a Fine Grade (Vender Prep)
\$0.02	1 Sq. Ft.	Cultivating to a 2" Depth (Vender Prep Surface)
\$0.14	1 Sq. Ft.	Sod Cutting and Removal of Vegetation (Vender Prep Surface)
\$0.07	1 Sq. Ft.	Furnish and Install Sod (Vender Prep Surface)
\$0.03	1 Sq. Ft	Sod Pick-up by School District Vehicle South Zone (District Prep) 1 Sq. Ft.
\$0.03	1 Sq. Ft	Sod Pick-up by School District Vehicle North Zone (District Prep) 1 Sq. Ft
\$0:0375	1 Sq. Ft	Delivery and Off-Loading of Sod Only (District Prep Surface)
\$0.05	1 Sq. Ft.	Furnish and Install Sod (District Prep Surface)
UNIT PRICE PER SQ. FT.	Quantity	Description
	S. W. T.	KNOPERATORIA MERICA SANTING SISIEN OF

\$34.00	1,000 Sq. Ft.	Certified Yumas Bermuda Grass Seed 1,0
\$41.00	1, 000 Sq. Ft.	Certified Hulled Cheyenne Bermuda Grass Seed 1,
\$12.80	1, 000 Sq. Ft.	Certified Perennial Rye Grass Seed 1,
\$18.50	1, 000 Sq. Ft.	Certified Hulled Bermuda Grass Seed 1,1
\$18.50	1, 000 Sq. Ft.	Certified Hulled Bahai Grass Seed 1,
į. Ft.	per 1,000 So	The Following are Delivered and Planted 6 to 8 LBS per 1,000 Sq. Ft.
\$7.00	I Pound	Certified Yumas Bermuda Grass Seed (Deliver Only)
\$8.50	1 Pound	Certified Hulled Cheyenne Bermuda Grass Seed (Deliver Only) I Pound
\$2.53	1 Pound	Certified Hulled Bermuda Grass Seed (Deliver Only)
\$2.53	1 Pound	Scarified Argentine Bahia Grass Seed (Deliver Only)
PER SQ. FT.	Quantity	Description
		Grass Seeds

TAB 7

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: May 7, 2008				la Item No.		
[]	PUBLIC HEARING Ordinance on Second Public Hearing	d Reading	[]	RESOLUTION DISCUSSION		
[]	ORDINANCE ON FIR	RST READING	[]	BID/RFP AWARD		
[]	GENERAL APPROVA	AL OF ITEM	1/1	CONSENT AGENDA		
[]	Other:					
<u>SUBJI</u>	ECT: Assignment of	Computer Data A	greemei	nt		
Approved by Town Manager Approved by Town M						
	litie Finance Director	Da	ite of Actu	v. 30, 300 8 ral Submittal		
Origi	nating Department:	Costs: \$ Funding Source: Acct. #	te of Actu	Attachments: Agreement		
Depar []Towr		Costs: \$ Funding Source:	1 C	Attachments: Agreement		

<u>Summary Explanation/Background:</u> Effect January 1, 2008 Palm Beach county terminated all existing Computer Assignment Agreements for processing data for non-ad valorem assessments for the Proposed Property Tax Notice (TRIM) and Property Tax bills. It is necessary to execute this revised Assignment of Computer Data Agreement in order to continue utilizing the services of Palm Beach County Information System Services Department for the current Sanitation assessments and future Stormwater assessments.

Please initial one.

Constantine Dino Maniotis, CFE Tax Roll Coordinator
301 North Olive Avenue, 5th Floor West Palm Beach, FlorIda 33401 (561)355-2681 Fax: (561)355-3963 Email: dmanlotl@co.palm-beach.fl.us



Gary R. Nikolits, CFA Palm Beach County Property Appraiser

January 7, 2008

Ms. Ann Costello, Finance Director Town of Lake Park 535 Park Avenue Lake Park, FL 33403

Ref: Revised Assignment of Computer Data

Dear Ann;

The following information is intended for those local government districts using Information System Services to process their computer data. On behalf of Information System Services (ISS), I have been asked to send out a <u>revised Assignment of Computer Data agreement</u> between the Palm Beach County Information System Services (ISS), Palm Beach County Property Appraiser, and the local government non-ad valorem districts. Effective January 1, 2008, all previous Computer Assignment Agreements will be **terminated** for processing data for the Proposed Property Tax Notice (TRIM), and Property Tax bills.

Attached, are two copies of the revised Assignment of Computer Data Agreement, in accordance with Florida Statutes 197.362(2). Please advised your board to execute both copies at their next scheduled meeting. Return both originals to the Property Appraiser's Office, one set will be signed by the Property Appraiser, and Information System Services and returned to you for your records.

If you have any questions or concerns, please call Dino at 561-355-2681 or Andrea Lemer at 561-355-6896.

Sincerely

Constantine Dino Maniotis, CFE

Tax Roll Coordinator

Palm Beach County Property Appraiser

ASSIGNMENT OF COMPUTER DATA

THIS AGREEMENT made and entered into this 21st day of December , 2007, by and between Palm Beach County Information System Services, hereinafter "ISS", and Town of Lake Park, hereinafter "Local Government", and Gary R. Nikolits, as Palm Beach County Property Appraiser, hereinafter the "Appraiser",

WHEREAS, Local Government has entered into a contract with the Appraiser to receive the list of properties in Local Government's jurisdiction by compatible electronic medium pursuant to the provisions of Section 197.3632 (3)(b), Florida Statutes; and

WHEREAS, Local Government has entered into a contract with ISS to take said compatible electronic medium and provide the computer services necessary for Local Government both (a) to provide the non-ad valorem assessments for the Notice of Proposed Property Taxes on compatible electronic medium to the Property Appraiser and (b) to certify the non-ad valorem assessment roll on compatible electronic medium to the Tax Collector; and

WHEREAS, Local Government, in order to expedite the services to be performed by ISS, wishes the Appraiser to deliver its property information in compatible electronic medium directly to ISS, and the Appraiser has agreed to do so and ISS has agreed to accept such;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

- 1. The above representations are true and correct.
- 2. Local Government hereby assigns to ISS the property information in compatible electronic medium it is to receive from the Appraiser pursuant to the provisions of Section 197.3632 (3)(b), Florida Statutes.
- 3. The Appraiser agrees to deliver said property information on compatible electronic medium directly to ISS.
- 4. ISS hereby agrees to accept said property information in compatible electronic medium on behalf of Local Government for use in providing the computer services necessary for Local Government both (a) to provide the non-ad valorem assessments for the Notice of Proposed Property Taxes on compatible electronic medium to the Property Appraiser and (b) to certify the non-ad valorem assessment roll on compatible electronic medium to the Tax Collector.
- 5. Local Government agrees to provide final approval to ISS no later than July 28th for the Notice of Proposed Property Taxes and September 12th for the Actual Property Taxes. Should the above date fall upon a Holiday, Saturday or Sunday the Local Government will agree to provide ISS final approval by the last business day prior to the Holiday, Saturday or Sunday. If the approval is not received by ISS by 5:00 p.m. on the appropriate date, the Local Government agrees that it will have to take the necessary actions at its sole expense, to notify its non-ad valorem parcel owners of the Notice of Proposed Property Taxes and/or Actual Property Taxes for that year.
- 6. This agreement shall be automatically extended hereafter, from year to year, unless and until terminated by either of the parties. This agreement may be terminated at any time by the Local Government upon written notice to the Appraiser or by the Appraiser upon written notice to the Local Government; however, notice given by the Appraiser after January 1 and prior to October 1, shall be effective only following completion of the certification of that year's non-ad valorem tax roll.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year above first written.

Ву:	Attest:
By: Gary R. Nikolits Palm Beach County Property Appraiser	By:

Local Government:

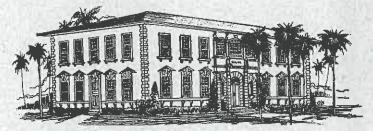
TAB 8

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: May 7,	2008		Agenda Item No.		
[] PUBLIC HEARING		[]	RESOLUTION		
[] ORDINANCE ON SE	COND READING	[]	DISCUSSION		
[] ORDINANCE ON FIR	RST READING	[]	BID/RFP AWARD		
[] GENERAL APPROV	AL OF ITEM	[X]	CONSENT AGENDA		
SUBJECT: Letter of suppo	rt for Tri-Rail				
RECOMMENDED MOTION Rail and have the Mayor sig			ached letter of support for Tri-		
Approved by Town Manager Semble Melita Lun Date: 5/1/08 Name/Title Date of Actual Submittal					
		24.9	or rotati odbilittal		
Originating Department: Town Clerk	Costs: \$ 0.00 Funding Source: Acct. #		Attachments: Tri-Rail's request for a letter of support from the Town.		
	Funding Source:	S	Attachments: Tri-Rail's request for a letter of support from the Town. [] Public Works [] Recreation		

Summary Explanation/Background: Clear Light Communication Inc. on behalf of Tri-Rail has submitted a letter requesting the Town's letter of support for their services. Tri-Rail is in danger of being drastically cut back due to various budget cuts. Traffic congestion and the current price of gasoline are prime examples of why Tri-Rail is an important part of a solution to these conditions. Staff recommends the attached letter of support on behalf of the Town be signed by the Mayor and sent to the South Florida Regional Transportation Authority.

The Town of Lake Park Office of the Mayor



LAKE PARK TOWN HALL NATIONAL HISTORIC SITE "Jewel" of the Palm Beaches

May 7, 2008

Commissioner Bruno A. Barreiro Chair South Florida Regional Transportation Authority (SFRTA) 800 NW 33rd Street, Suite 100 Pompano Beach, FL 33064

Re: South Florida Regional Transportation Funding

Dear Commissioner Barreiro:

The Town of Lake Park regards Tri-Rail to be an important part of the region's transportation infrastructure. With gasoline prices approaching the four dollar mark and with global warming and energy conservation becoming a worldwide issue, it has never been more important to provide residents, visitors and commuters in South Florida with viable transit alternatives.

Reliable and convenient transit is increasingly important to the economic well being of our community. One of the many factors that companies take into consideration before locating or deciding to remain in Palm Beach County is mobility and regionalism. The Town of Lake Park supports the creation of a dedicated funding source for the SFRTA.

Successful regions across the nation have prospered with dedicated transit funding, evidenced by private capital investment as well as Federal transit funding. South Florida is overdue for a dedicated funding source for transit, and the Town of Lake Park urges the Governor and Legislature to act this year to establish a dedicated source for the health and prosperity of the region.

Sincerely,

Desca DuBois Mayor

Cc: Town

Town Commission
Town Manager



RECEIVED



April 21, 2008

APR 2.2 2008

Mayor Desca DuBois Town of Lake Park Hand Delivered

Town Of Lake Park
Office Of Town Manage

Dear Mayor:

Tri-Rail needs your help. The Town of Lake Park sent us a letter of support last year and we are hoping you will join other mayors in writing a letter of support today.

Letters have already been received from cities throughout South Florida as well as from the Palm Beach County Business Development Board and various chambers of commerce. We need your support in favor of continuing present levels of service and securing a dedicated funding source for Tri-Rail.

Tri-Rail is in danger of being drastically cut back this year as an inadvertent casualty of various budget battles in Tallahassee. This is bad policy for South Floridians because our ridership is breaking records. In 2006, we were the fastest growing commuter rail system in the United States and our ridership numbers for March 2008 represent a 20% increase over last year.

Traffic congestion is bad for business, inconvenient for visitors, and hurts the quality of life for our residents, commuters, and shoppers. Safe and reliable public transit is an important part of the solution. Local dedicated funding improves our outlook for infusing even more federal transit dollars into the region.

I will be happy to meet with you, speak before your commission, or answer any questions by telephone or email. Thank you very much in advance for considering sending Tri-Rail a letter of support

Sincerely,

Denis Eirikis

President, Clear Light Communications Inc.

On behalf of the Tri-Rail

PS. I have taken the liberty of attaching sample letters of the type we hope to receive from your municipality.

CITY OF PALM BEACH GARDENS

10500 N. MILITARY TRAIL PALM BEACH GARDENS, FLORIDA 33410-4698

April 18, 2008

Commissioner Bruno A. Barreiro Chair South Florida Regional Transportation Authority (SFRTA) 800 NW 33rd St., Suite 100 Pompano Beach, FL 33064

Re: SFRTA

Dear Commissioner Barreiro:

With gasoline approaching four dollars and with global warming and energy conservation becoming worldwide issues, it has never been more important to provide residents, visitors and commuters in South Florida with viable transit alternatives.

Reliable and convenient transit is increasingly important to the economic well being of municipalities. Without endorsing any particular legislation, we support the plans of the SFRTA to continue to enhance services and we support your pursuit of a long term dedicated funding source.

Traffic congestion is bad for business, inconvenient for visitors, spoils air quality, squanders energy and hurts the quality of life of our residents. Transit is an important solution and we applaud your efforts to provide commuters, shoppers, and visitors with an alternative to traffic congestion.

Sincerely,

Mayor Eric Jablin / City of Palm Beach Gardens

cc:

The City of Boynton Beach



OFFICE OF THE CITY COMMISSION
Mayor Gerald Taylor
Vice Mayor Jose A. Rodriguez
Commissioner Ronald Weiland
Commissioner Woodrow Hay
Commissioner Marlene Ross
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
City Manager's Office: (561) 742-6010
FAX: (561) 742-6011
www.boynton-beach.org

RECEIVED
From 3 1 2008
EXECUTIVE

March 27, 2008

Commissioner Bruno A. Barreiro, Chair South Florida Regional Transportation Authority 800 NW 33rd St., Suite 100 Pompano Beach, FL 33064

Dear Commissioner Barreiro:

I would like to take this opportunity to thank the SFRTA for its consistent efforts to meet the needs of our community and to encourage you to continue to provide people with better options to driving.

Reliable and convenient transit is increasingly important to the economic well being of our community. We support the plans of the SFRTA to continue its services and we support the idea of dedicated funding.

Traffic congestion is bad for business, inconvenient for visitors, and hurts the quality of life of our residents. The growth of transit in our area is an important solution and we applied your efforts to provide commuters, shoppers, and visitors with an alternative to traffic congestion.

Sincerely,

Jerry Taylor

Mayor

OFFICE OF THE CITY COMMISSION



7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1730 · Fax: 561-586-1798

RECEIVED

APR 03 2008

SFRTA

March 25, 2008

Commissioner Bruno A. Barreiro Chair South Florida Regional Transportation Authority 800 NW 33rd St., Suite 100 Pompano Beach, FL 33064

Dear Commissioner Barreiro:

The City of Lake Worth regards Tri-Rail to be an important part of the region's transportation infrastructure and we regard the Lake Worth Tri-Rail station to be an important asset to our city. I would like to take this opportunity to thank the SFRTA for its consistent efforts to meet the needs of our community and to encourage you to continue to provide South Floridians with regional transit.

Reliable and convenient transit is increasingly important to the economic well being of our community. We support the efforts of the SFRTA and support the idea of appropriate dedicated funding.

Traffic congestion is bad for business, inconvenient for visitors, and hurts the quality of life of our residents. The growth of transit in our area is an important solution and we applaud your efforts to provide residents, commuters, shoppers, and visitors with an alternative to traffic congestion.

Sincerely,

Jeff Clemens

Mayor

City of Lake Worth
Where the Tropics Begin
www.lakeworth.org

Topics In the Tropics Information Line: 561-586-1791

Working Together



Wednesday, April 09, 2008

Commissioner Bruno A. Barreiro, Chair South Florida Regional Transportation Authority (SFRTA) 800 NW 33rd St., Suite 100 Pompano Beach, FL 33064

Dear Commissioner Barreiro:

With gasoline approaching four dollars and with global warming becoming a worldwide issue, it has never been more important to provide residents, visitors and commuters in South Florida with viable transit alternatives.

On behalf of the Downtown Development Authority of West Palm Beach, we want to take this opportunity to thank the SFRTA for providing fifty commuter trains a day through West Palm Beach. We have a statutory responsibility for fostering economic growth while addressing traffic congestion and parking issues, therefore we consider Tri-Rail to be important partners.

Reliable and convenient transit is increasingly important to the economic well being of the municipalities. We support the plans of the SFRTA to continue to enhance services and we support your pursuit of a long term dedicated funding source.

Traffic congestion is bad for business, inconvenient for visitors, spoils air quality, squanders energy and hurts the quality of life of our residents. Transit is an important solution and we applied your efforts to provide commuters, shoppers, and visitors with an alternative to traffic congestion.

Sincerely

Raphael Clemente, AICP

Urban Planning and Services Director



Partners in Progress
Palm Beach County Board of County Commissioners

Board of Advisor Members

Affac

Akerman Senterlift

Alexandria Real Estate Fourties, Inc.

Anspach lition, Inc.

Bank of America

BIOMFT 3t. Inc.

BNY Mellon Wealth Management

Edwards, Angell, Palmer & Dodge, TTP

Plagier Real Estate Development

Florida Crystals Corporation

Florida Power & Light

Horida Trend Magazini

Gunster, Yoakley & Stewart, F. A.

Hedrak Brothers Construction (- Inc

Nova Southeastern University

Palm Beach Aggregate. Inc.

Plastridge Insurance Agency

Pratt & Whitney Rocketston.

Regions Bank

RSM McGladney McGladrey & Polien

Sundrust Bank

Templeton & Company

Wachovia Bank, N. A.

Workforce Alliance, Inc.

Corporate Members

1st United Bank

All-Ways Advertising Company

Appletield Waxman, Inc.

Aquila Property Company, Inc.

Baron Sign Manufacturing

Broad and Cassel

CB Richard Ellis, Inc.

Coldwell Banker Residential Real estate, Inc.

Commerce Bank

DoubleTree Flotel in the Gardens

Express Personnel Services

Fiorida Public Utilines Company

Greenberg Traurig, P.A.

Greenspoon Marder, P.A.

Hardrives, Inc.

Hodgson Russ, LLP

JFK Medical Center

K&L Cates, LLP

Kailan International Consultants Inc

Lockheed Martin Corporation

LRP Publications

Office Depot, Inc.

Palm Beach Gardens Marriott

Rendina Companies

RML Video Production Services

Ruthertord Mulhall, P.A.

South Florida Business Journal

Sun-Sentinel

Ward, Daniele & Poince, 7 %.

West Palm Beach Marriott

April 1, 2008

Commissioner Bruno A. Barreiro, Chairman South Florida Regional Transportation Authority 800 NW 33rd St., Suite 100 Pompano Beach, FL 33064

Dear Commissioner Barreiro:

The mission of the Business Development Board of Palm Beach County is to attract and retain business investment through corporate relocations, expansions and foreign direct investment. We have been very successful in recent years in attracting quality biotech organizations like Scripps and the Max Planck Institute as well as securing the retention and expansion of significant investment from companies like Office Depot, United Technologies and many others.

One of the many factors that companies take into consideration before locating or deciding to remain in Palm Beach County is mobility and regionalism. Tri-Rail, with fifty trains a day connecting Palm Beach County to Broward County and Miami-Dade County, is a positive factor in attracting business. Regional public transportation is an important consideration for companies since it provides a quick and cost effective method of traveling this region.

With increasing gasoline prices and worldwide concerns about global warming and energy conservation, reliable and convenient transit infrastructure is increasingly important to the economic well being of our community; and this makes Tri-Rail more and more of an asset. Traffic congestion is not good for business, is inconvenient for visitors, and hurts the quality of life for our residents. Transit in our area is an important solution and we applaud your efforts to provide commuters, shoppers, business travelers and visitors with an alternative to road transit.

Yours sincerely,

Kelly Smallridge

President & CEO

Cc: Palm Beach County Commissioner Jeff Koons

Shannon LaRocque-Baas, Palm Beach County Assistant

Administrator

TREASURE COASE RECTONAL PLANNING COUNCILL INDIANIBUTE - WARDING PAIN BELOCH STREET 9 2008

February 14, 2008

Bruno A. Barreiro, Chair South Florida Regional Transportation Authority 800 NW 33rd Street, Suite 100 Pompano Beach, Florida 33064

Subject: South Florida Regional Transportation Funding

Dear Mr. Barreiro:

Florida is facing an economic and transportation crisis. Annually in Southeast Florida traffic congestion has increased tremendously with recent estimates indicating nearly \$3 billion per year in wasted time and fuel. Transit is a critical component to improve the region's mobility, sustainability, and Florida's budding green economy. The regional nature of transportation demand in South Florida requires that efforts be focused on regional solutions.

To begin addressing these regional issues, the South Florida Regional Transportation Authority (SFRTA) was designated in 2003 as the overall authority to coordinate, develop, and operate a regional transportation system in South Florida (Chapter 2003-59, Laws of Florida). However, the SFRTA has been limited by its insufficient funding structure, and the agency depends on annual contributions from Palm Beach, Broward and Miami-Dade Counties, and Florida Department of Transportation to fund its operations.

The Treasure Coast Regional Planning Council (TCRPC) supports the creation of a dedicated funding source for the SFRTA that will provide the Authority with an assured source of funding for its transit operations and a local match for securing federal funds for capital projects that otherwise would go to transit operations with dedicated funding sources in other parts of the country. With the establishment of a dedicated funding source, TCRPC also supports the elimination of the current funding obligations of the countries being served by the SFRTA and of the Florida Department of Transportation for the Authority's transit operations.

Successful regions across the nation have prospered with dedicated transit funding, evidenced by private capital investment as well as Federal transit funding. South Florida is overdue for a dedicated funding source for transit, and TCRPC urges the Governor and Legislature to act this year to establish a dedicated source for the health and prosperity of the region.

Sincerely,

Susan Hershey Chairman

Treasure Coast Regional Planning Council

"Bringing Communities Together" • Est. 1976



City of Tamarac

RECEIVED
APR 18 2008

SFRIA

"Committed to Excellence...Always"

Beth Flansbaum-Talabisco Mayor

April 15, 2008

Commissioner Bruno A. Barreiro Chair South Florida Regional Transportation Authority 800 NW 33rd St., Suite 100 Pompano Beach, FL 33064

Dear Commissioner Barreiro:

We would like to take this opportunity to thank the South Florida Regional Transportation Authority for its consistent efforts to meet the needs of commuters in the Southeast Florida region. Many constituents have been riding commuter rail for many years and look forward to its continued level of service and expansion.

The City of Tamarac supports proposed Senate Bill 1512 and House Bill 1245 to maintain and expand the services. The growth of transit in our area is imperative to the people of South Florida. Expanding the rail service from the east to the west would greatly benefit the community.

With the rising cost of gas, as well as traffic congestion causing gridlock on the roads, the ride to and from work can be stressful and dangerous. A dedicated funding source will keep TRI-RAIL operating at its current level, which will help alleviate the stress and danger by providing commuters with a safe and affordable alternative, resulting in a better quality of life.

Sincerely,

Beth Flansbaum-Talabisco

Mayor_{oron}

ស់ថ្ងៃ (DE OFBRA នៃការបានអង្គមាន ប្រសារប្រជាជ្រាស់ ស្គ្រាប់ ប្រជាជ្រាស់ ប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រ លោក (DE OPER) ប្រជាជ្រាស់ ប្រជាជ្រាស់ ប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប ប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជា ប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជាប្រជាជ



CITY MANAGER'S OFFICE

4800 WEST COPANS ROAD COCONUT CREEK, FLORIDA 33063



RECEIVED
APR 18 2008

SFRTA

JOHN P. KELLY
CITY MANAGER

DAVID J. RIVERA
DEPUTY CITY MANAGER

MARY C. BLASI
ASSISTANT CITY MANAGER

April 16, 2008

Commissioner Bruno A. Barreiro, Chair South Florida Regional Transportation Authority 800 NW 33rd St., Suite 100 Pompano Beach, FL 33064

Dear Commissioner Barreiro:

We would like to take this opportunity to thank the SFRTA for its consistent efforts to meet the needs of commuters in the Southeast Florida region. The City of Coconut Creek prides itself in promoting sustainable practices for our residents and we have many residents riding TRI-RAIL. Further, our City Commission unanimously supports efforts to create a dedicated source of funds for the SFRTA.

We eagerly support the proposed Senate Bill 1512 and House Bill 12345 to maintain and expand the services. The growth of transit in our area is imperative to the people of South Florida. Expanding the rail service from the east to the west would greatly benefit the community.

With the rising cost of gas, as well as traffic congestion causing gridlock on the roads, the ride to and from work can be stressful and dangerous. A dedicated funding source will keep TRI-RAIL operating at its current level, which will help alleviate the stress and danger by providing commuters with a safe and affordable alternative, resulting in a better quality of life.

Sincerely,

JOHN P. KEL City Manager

JPK/dl

cc: Mayor and City Commission



OFFICE OF THE MAYOR

100 West Atlantic Blvd., Pompano Beach, Florida 33060 Lamar Fisher, Mayor



Phone: 954-786-4623

City of Pompano Beach, Florida

Fax: 954-786-4504

April 15, 2008

RECEIVED

APR 18 2000

SFRTA

Commissioner Bruno A. Barreiro Chair South Florida Regional Transportation Authority 800 NW 33rd Street, Suite 100 Pompano Beach, FL 33064

Dear Commissioner Barreiro:

We would like to take this opportunity to thank the SFRTA for its consistent efforts to meet the needs of commuters in the Southeast Florida region. Many constituents have been riding commuter rail for several years/months and look forward to its continued level of service and expansion.

We support the proposed Senate Bill 1512 and House Bill 1245 to maintain and expand the services. The growth of transit in our area is imperative to the people of South Florida. Expanding the rail service from the east to the west would greatly benefit the community.

With the rising cost of gas, as well as traffic congestion causing gridlock on the roads, the ride to and from work can be stressful and dangerous. A dedicated funding source will keep TRI-RAIL operating at its current level, which will help alleviate the stress and danger by providing commuters with a safe and affordable alternative, resulting in a better quality of life.

Sincerely,

Lamar Fisher

Mayor



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APR 17 2008

SFRIA

April 14, 2008

Commissioner Bruno Barreiro
Chair
South Florida Regional Transportation Authority (SFRTA)
800 NW 33rd St., Suite 100
Pompano Beach, Florida 33064.

Dear Commissioner Barreiro:

The Greater Hollywood Chamber of Commerce supports the efforts of the South Florida Regional Transportation Authority to provide South Floridians with mobility.

In our professional opinion, with gasoline prices approaching four dollars and with emerging worldwide concerns regarding global warming and energy conservation, reliable and convenient transit is increasingly important to the economic well being of our community. We consider the present Tri-Rail service of fifty trains a day to be an important part of our regional transportation infrastructure. We support the plans of SFRTA to continue to enhance services and, without supporting any one particular legislation; we support your pursuit of a long term dedicated funding source.

Traffic congestion is bad for business, inconvenient for visitors, spoils air quality, squanders energy and hurts the quality of life for our residents. Transit is an important solution and we applied your efforts to provide commuters, shoppers, and visitors with an alternative to traffic congestion.

Sincerely,

Laura Gambino

Executive Director: An analysis with the control of the control of

areng agen e plante salang salamgan akasayah teorikanda keraga bergi bilanggal keragasa salah salah beragai ke Malah bilangan keragai keragai keragai kalangan bilanci bilangan menghi salah pangkan jalah salah salah salah



RECEIVED APR 17 2008 SFRIA

Councilman Frantz Pierre

April 15, 2008

Commissioner Bruno A. Barreiro Chair South Florida Regional Transportation Authority 800 Northwest 33rd Street, Suite 100 Pompano Beach, Florida 33064

Dear Commissioner Barreiro:

I would like to take this opportunity to thank the SFRTA for its consistent efforts to meet the needs of commuters in the Southeast Florida region. Many constituents have been riding commuter rail for several years and look forward to its continued level of service and expansion.

I support the proposed Senate Bill 1512 and House Bill 1245 to maintain and expand the services. The growth of transit in our area is imperative to the people of South Florida. Expanding the rail service from the east to the west would greatly benefit the community.

With the rising costs of gas, as well as traffic congestion causing gridlock on the roads, the ride to and from work can be stressful and dangerous. A dedicated funding source will keep TRI-RAIL operating at its current level, which will help alleviate the stress and danger by providing commuters with a safe and affordable alternative, resulting in a better quality of life.

Sincerely

Frantz Pièrfe Councilman



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EXECUTIVE OFFICE

April 14, 2008

Commissioner Bruno A. Barreiro Chair South Florida Regional Transportation Authority (SFRTA) 800 N.W. 33rd St., Suite 100 Pompano Beach, Fl 33064

Dear Commissioner Barreiro:

The Tamarac Chamber of Commerce supports the efforts of the South Florida Regional Transportation Authority to provide South Floridians with mobility.

In our professional opinion, with gasoline approaching four dollars and with emerging worldwide concerns regarding global warming and energy conservation, reliable and convenient transit is increasingly important to the economic well being of our community. We consider the present Tri-Rail service of fifty trains a day to be an important part of our regional transportation infrastructure. We support the plans of SFRTA to continue to enhance services and, without supporting any one particular legislation; we support your pursuit of a long term dedicated funding source.

Traffic congestion is bad for business, inconvenient for visitors, spoils air quality, squanders energy and hurts the quality of life for our residents. Transit is an important solution and we applaud your efforts to provide commuters, shoppers and visitors with an alternative to traffic congestion.

Sincerely,

Vicki Reid

Executive Director



OFFICE OF THE CITY MANAGER CITY OF ORAL SPRINGS FLORIDA

Michael S. Levinson
City Manager

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NW 16 10

EXECUTIVE OFFICE

April 14, 2008

Commissioner Bruno A. Barreiro Chair South Florida Regional Transportation Authority 800 NW 33rd Street, Suite 100 Pompano Beach, FL 33064

Dear Commissioner Barreiro:

We would like to take this opportunity to thank the SFRTA for its consistent efforts to meet the needs of commuters in the Southeast Florida region. Many constituents have been riding commuter rail for several years/months and look forward to its continued level of service and expansion.

We support the proposed Senate Bill 1512 and House Bill 1245 to maintain and expand the services. The growth of transit in our area is imperative to the people of South Florida. Expanding the rail service from the east to the west would greatly benefit the community.

With the rising cost of gas, as well as traffic congestion causing gridlock on the roads, the ride to and from work can be stressful and dangerous. A dedicated funding source will keep TRI-RAIL operating at its current level, which will help alleviate the stress and danger by providing commuters with a safe and affordable alternative, resulting in a better quality of life.

Singerely,

Michael S. Levinson City Manager



RECEIVED

Richard J. Kaplan Mayor

AK 16 23

EXECUTIVE OFFICE

April 14, 2008

Commissioner Bruno A. Barreiro Chair South Florida Regional Transportation Authority 800 NW 33rd St., Suite 100 Pompano Beach, FL 33064

Dear Commissioner Barreiro:

I would like to take this opportunity to thank the SFRTA for its consistent efforts to meet the needs of commuters in the Southeast Florida region. Many constituents have been riding commuter rail for several years/months and look forward to its continued level of service and expansion.

I support the proposed Senate Bill 1512 and House Bill 1245 to maintain and expand the services. The growth of transit in our area is imperative to the people of South Florida. Expanding the rail service from the east to the west would greatly benefit the community.

With the rising cost of gas, as well as traffic congestion causing gridlock on the roads, the ride to and from work can be stressful and dangerous. A dedicated funding source will keep TRI-RAIL operating at its current level, which will help alleviate the stress and danger by providing commuters with a safe and affordable alternative, resulting in a better quality of life.

Sincerely

Richard / Kaplan

Mayor, City of Lauderhill

CITY OF SUNNY ISLES BEACH 18070 Collins Avenue Sunny Isles Beach, Florida 33160 305,947.0606 www.sibfl.net



RECEIVED

Mr. 16:2)

EXECUTIVE OFFICE

City Commission

Norman S. Edelcup Mayor

Lewis J. Thaler Vice Mayor

Roslyn Brezin Commissioner

Gerry Goodman Commissioner

George "Bud" Scholl Commissioner

A. John Szerlag City Manager

Hans Ottinot City Attorney

Jane A. Hines City Clerk

April 9, 2008

Commissioner Bruno A. Barreiro

Chair

South Florida Regional Transportation Authority (SFRTA)

800 NW 33rd Street, Suite 100 Pompano Beach, FL 33064

Dear Commissioner Barreiro:

Reliable and convenient transit is increasingly important to the economic well being of the municipalities of Miami-Dade County. We support the plans of the SFRTA to continue to provide transit services and we support the idea of a long term dedicated funding source.

Traffic congestion is bad for business, inconvenient for visitors, spoils air quality, squanders energy and hurts the quality of life of our residents. The growth of transit in our area is an important solution and we applaud your efforts to provide commuters, shoppers, and visitors with an alternative to traffic congestion.

Sincerely,

Land The Lewis Thaler Vice Mayor

City of Sunny Isles Beach



City of Pembroke Pines



Frank C. Ortis, Mayor Carl Shechter, Vice-Mayor Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Jack McCluskey, Commissioner
Iris A. Siple, Commission ECEIVED

APR 17 2008 SFRTA

April 15, 2008

Commissioner Bruno A. Barreiro Chair South Florida Regional Transportation Authority 800 NW 33rd Street, Suite 100 Pompano Beach, FL 33064

Dear Commissioner Barreiro:

We would like to take his opportunity to thank the SFRTA for its consistent efforts to meet the needs of commuters in the Southeast Florida region. Many constituents have been riding commuter rail for several years/months and look forward to its continued level of service and expansion.

We support the proposed Senate Bill 1512 and House Bill 1245 to maintain and expand the services. The growth of transit in our area is imperative to the people of South Florida. Expanding the rail service from the east to the west would greatly benefit the community.

With the rising cost of gas, as well as traffic congestion causing gridlock on the roads, the ride to and from work can be stressful and dangerous. A dedicated funding source will keep TRI-RAIL operating at its current level, which will help alleviate the stress and danger by providing commuters with a safe and affordable alternative, resulting in a better quality of life.

Sincerely.

Mayor Frank C. Ortis City of Pembroke Pines

TAB 9

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: May 7, 2008			Agenda Item No.		
[] PUBLIC HEARING		[✓] F	ESOLUTION		
[] ORDINANCE ON FIR	RST READING	[]	ORDINANCE ON SECOND READING		
[] BID/RFP Award		[] [DISCUSSION		
[] GENERAL APPROVA	AL OF ITEM	[/]	CONSENT AGENDA		
[] Other:					
SUBJECT: Florida Urban and	Community Forest	Grant			
RECOMMENDED MOTIONA Approved by Town Manage Virginia Martin, Grants Writer Name/Title	er <u>May 2</u>		Date: <u>5/2/88</u>		
Originating Department: Grants	Costs: \$ N/A Funding Source: Acct. #		Attachments: Resolution		
Department Review: [] Community Affairs [] Community Development [] Finance	[] Fire Dept	 s	[] Public Works		
Advertised: Date: Paper: [/] Not Required	All parties that have in this agenda item r notified of meeting d time. The following be filled out to be on	nust be ate and box must	Yes I have notified everyone Or Not applicable in this case: Please initial one.		

<u>Summary Explanation/Background:</u> This \$10,000 grant will allow us to purchase trees for some of our landscaping projects. The landscaping and plantings done at Lake Shore Park will serve as our 50% match for this grant.

RESOLUTION NO. 26-05-08

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF AGRICULTURE FOR THE URBAN AND COMMUNITY FORESTRY GRANT.

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town desires to implement strategies that will improve the quality of life for residents and visitors in the community; and

WHEREAS, the Florida Department of Agriculture has released an Urban and Community Forestry Grant Request for Proposals that will fund up to \$10,000 for the purchase of trees for single project sites; and

WHEREAS, trees contribute substantially to the beauty and quality of life in our community; and

WHEREAS, the Town of Lake Park wishes to enter into an Urban and
Community Forestry Grant Memorandum of Agreement between the Town of Lake Park,
Florida and the Florida Department of Agriculture and Consumer Services.

WHEREAS, the Town of Lake Park is willing to provide proper care and maintenance for the trees planted in the project funded through this grant program, as described in the grant application and subsequent grant agreement.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lake Park, Florida:

SECTION 1. The Town Commission authorizes and directs the Manager to submit the application for the Urban and Community Forestry Grant.

SECTION 2. The Town Commission authorizes and directs the Manager to sign and submit the grant agreement that may be forthcoming as a result of the grant application.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

TAB 10

Town of Lake Park Town Commission Agenda Request Form

	ng Date: May /, 2008		Agend	a Item No.		
[]	PUBLIC HEARING Ordinance on Second	d Reading	[]	RESOLUTION		
[]	Public Hearing	_	[]	DISCUSSION		
[X]	ORDINANCE ON FIR	RST READING	[]	BID/RFP AWARD		
[]	GENERAL APPROVA	AL OF ITEM	[]	CONSENT AGENDA		
[]	Other:					
SUBJE	ECT: Mid-year budge	t amendment				
Approved by Town Manager Approve ordinance. Approve ordinance. Date: 5/2/08 Date: 5/2/08 Date of Actual Submittal						
Name/T	itle Finance Director	0	May ate of Actu	<u> </u>		
Name/T	itle Finance Director nating Department:	Costs: \$ Funding Source: Acct. #	May ate of Adtu	Attachments: Ordinance and backup		
Origin Depar [X] Tow [] Com	itle Finance Director	Costs: \$ Funding Source:		Attachments:		

Summary Explanation/Background:

The purpose of this ordinance is to amend the adopted budget for revenues and expenditures. The majority of this amendment is "housekeeping" for the proper presentation of financial statements in the audit. For example, new programs have been implemented such as the Sunset Celebration at the Marina and the Recreation basketball program that had no budgeted line items. Revenues have been received that were not anticipated during the budget process along with corresponding expenditures. Additionally, appropriations have been made by the Commission from reserves for which there were no existing line items. There are several categories that simply have a budgeted shortfall due to increased costs and cuts that went too deep.

Those expenditures above and beyond the adopted budget were only \$50,575 in the General Fund and \$88,225 in the Sanitation Fund. The Sanitation shortfall was the result of vehicle maintenance costs and increase fuel costs. Finally, a new fund has been created for tracking insurance expenses for which there were no budgeted line items

ORDINANCE NO. 05-2008

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN BUDGET FOR FISCAL YEAR 2007-2008 AS PREVIOUSLY ADOPTED BY ORDINANCE NO. 24-2007; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2007 and ending September 30, 2008; and

WHEREAS, at the time of its adoption, the budget properly reflected expected revenues and appropriations; and

WHEREAS, to implement this budget, the Town Commission adopted and levied by Ordinance No. 23-2007 a tentative and final millage rate for the fiscal year 2007-2008; and

WHEREAS, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for fiscal year 2007-2008; which was adopted in Ordinance No. 24-2007.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK FLORIDA:

Section 1. An amended final budget of the Town of Lake Park has been duly prepared by the Town Manager and has been reviewed by the Town Commission, upon proper notice at public hearing, and the same is hereby adopted for the fiscal year beginning October 1, 2007 and ending September 30, 2008 as follows:

An amended final budget is hereby approved and adopted in the sum of \$ 15,673,829, a copy of which is incorporated by reference along with approved budget amendments made a part hereof and which include among others, the following items.

Amended Budget	<u>Fiscal Year 2007-2008</u>
General Fund	\$ 10,753,930
Community Redevelopment Agency Fund	\$ 295,403 (no change)
Insurance Fund	\$ 452,700 (housekeeping)
Streets and Roads	\$ 470,048 (housekeeping)
Debt Service Fund	\$ 768,107 (no change)
Marina Fund	\$ 1,323,300 (housekeeping)
Sanitation	\$ 1,610,341

Section 2. Pursuant to the applicable provisions of the Constitution and Laws of the State of Florida and the Charter and Code of the Town of Lake Park, the object and purpose of the appropriations provided for by this Ordinance and the amount of each function of the government of the Town is hereby fixed, made and appropriated in accordance with the terms, specification and details contained within the said budget.

<u>Section 3.</u> The Town Manager is hereby authorized to amend/transfer authorization between departmental accounts provided; however, that total appropriated expenditures by fund do not exceed Commission authorized amounts.

Section 4. If any section, subsection, sentence, clause, phase or portion of the Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. All ordinances, including but not limited to Ordinance No. 24-2007 and/or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This ordinance shall take effect immediately upon adoption.

General Fund - 001

Explanation	Gomez Barker Associates - Lobbyist	Buyout of copier leases	Not budgeted correctly New copier lease Travel - Library Director candidate	Phone and DSL allowance not budgeted Dependent coverage not budgeted	Additional liens filed by Community Development Increased cost of paper Increased cost of gasoline		Phone allowance not budgeted Temporary accounting help due to vacancy Budget shortfall - signature plates, check stock GFOA dues and Certificate application fee Buyout of copier leases		Buyout of copier leases	Budget shortfall Budget shortfall
Amount	15,000	3,775					5,725		775	
set Description	Transfer fr CRA	Miscellaneous - Copiers					Miscellaneous - Copiers		Miscellaneous - Copiers	
Revenue Offset Acct	381.110	369.150					369.150		369.150	
Amount	15,000	3,775	3,350 275 600	1,250 2,475	500 800 200		725 5,925 6,000 650 5,725		775	300 400
Description	rown Commission Professional Services	Town Manager Equipment Leases	Human Resources Retirement Contribution Equipment Leases Other Current Charges	Information Technology Special Pay Health Insurance	Town Clerk Recording Fees Office Supplies Gasoline & Diesel Fuel	Legal	Finance Special Pay Contractual Services Office Supplies Books, Memberships, Dues Equipment Leases	Police Administration	Public Work - Administration Equipment Leases	Public Works - Grounds Overtime Salaries Uniforms & Clothing
Expenditures Dept.	31000	104	105 22000 44200 49000	110 15000 23100	106 48200 51000 52100	108	15000 34000 51000 54200 44200	200	400 44200	406 14000 49400

Budget shortfall Budget shortfall Budget shortfall	Purchase of vehicle for Code funded through administrative transfer from Sanitation Budget shortfall - increased fuel costs	Purchase of vehicle for Code funded through administrative transfer from Sanitation	New Program - revenue and expenses not budgeted Audit comment - accountinig for rev & exp properly Mirror Ballroom Security SWA Governmental Assessment New maintenance vehicle expenses Purchase of bus for Recreation - financed Buyout of copier leases	Approved 10/17/07 - Landscape Lake Shore Pk. PH.II To reduce Resv. Acct. 001-247.910	10K of \$26,840 fr Bev Smith assessment To reduce Resv. Acct. 001-247.910		Unanticipated FEMA Reimbursement	
	18,275	17,700	2,500 15,000 1,000 49,900 1,400	16,840	10,000		98,625	256,515
	Admin Fee - Sanitation	Admin Fee - Sanitation	Recreation - Basketball Recreation - Summer Camp Recreation - Security Loan Proceeds Miscellaneous - Copiers	Resv Pk. Improvements	Resv Pk. Improvements		FEMA/State Hurr. Relief	
	341.404	341.404	347.225 347.200 347.905 384.100 369.150	381.910	381.910		331.500	
575 500 650	18,275 3,000 9,050 1,600 1,400 6,000	17,700	2,500 15,000 1,000 3,650 600 49,900 1,400	16,840	10,000		48,050	256,515
Public Works - Facilities Telephone Expense Rentals Uniforms & Clothing	Public Works - Vehicle Maintenance Machinery & Equipment Repair & Maintenance Vehicle Parts & Supplies Uniforms & Clothing Operating Supplies Gasoline & Diesel Fuel Machinery & Equipment	Community Development Machinery & Equipment	Recreation Program Exp Basketball Program Exp Summer Camp Special Pay - Security Garbage & Trash Gasoline & Diesel Fuel Vehicles Equipment Leases	Improvements - Lake Sh. Pk.	to Improvements - Ilex Park	Library	Non-Departmental Emergency Reserve	Total ==
408 41100 44100 49400	410 64100 46300 49400 52000 52100 64100	500 64100	600 57210 57220 15010 43250 52100 66900 44200	66502	66501	700	900 99901	
	17-0cl	10/17/2007	No CC action	10/17/2007	11/7/2007			

150 - Insurance Fund

Revenue Acct. 380.001 380.190 380.401 380.404	Description Contrib. from General Fund Contrib. from Street & Roads Fund Contrib. from Marina Fund Contrib. from Sanitation Fund	Amount 233,025 16,600 109,225 93,850
	Total	452,700
Expenses		
	Description	Amount
45000	Insurance - Property/Liab.	385,050
45120	Insurance - Storage Tank Liab.	850
45200	Insurance - Professional Bond	725
45400	Insurance - Excess Coverrage	6,775
49500	Insurance Claims Deductible	25,000
99901	Contingency	34,300
	Total	452,700

Streets & Roads Fund - 190

Total

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Description Acct. **Amount** Grant - R2007 0153 337.410 75,375 CDBG Grant not budgeted Total 75,375 **Expenses** Description **Amount** Drainage 82101 75,375 CDBG Grant not budgeted

75,375

Marina Fund - 401

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Acct. 347.450 347.455	Description Sunset Celebration Proceeds Arts Festival Proceeds	Amount 4,500 2,825	New Program - not budgeted New Program - not budgeted
	Total	4,500	
Expenses	Description	A	
40045	Description	Amount	
48045	Promotional - Sunset Celebration	4,500	New Program - not budgeted
480050	Promotional - Arts Festival	2,825	New Program - not budgeted
	Total	4.500	

Sanitation Fund - 404

Description Sale of Scrap Balance brought forward	Amount 1,500 191,525
Total	<u>193,025</u>
Description	Amount
Commissions - PBC Tax Collector	9,000
Repair & Maintenance	28,500
Vehicle Parts & Supplies	35,825
Uniforms & Clothing	400
Insurance Claims Deductible	1,500
Gasoline & Diesel Fuel	13,000
Machinery & Equipment	63,800
Principal	32,000
Interest	9,000
Total	193,025
	Sale of Scrap Balance brought forward Total Description Commissions - PBC Tax Collector Repair & Maintenance Vehicle Parts & Supplies Uniforms & Clothing Insurance Claims Deductible Gasoline & Diesel Fuel Machinery & Equipment Principal Interest

TAB 11

Town of Lake Park Town Commission Agenda Request Form

[]

Agenda Item No.

RESOLUTION

Meeting Date: May 7, 2008

PUBLIC HEARING

Ordinance on Second Reading

[x]	Public Hearing	J	[] [ISCUSSION
[X]	ORDINANCE ON FIRST READING		[] B	ID/RFP AWARD
[]	GENERAL APPROV	AL OF ITEM	[] 0	ONSENT AGENDA
[]	Other:			
78, Sec to provi requirer the PA regulati regulati	ction 78-70(p), pertaining to ide stricter regulations on ment mandating sign permi DD, and amending Table	the signage requirement the size, use, and local ts to be obtained before 78-70-1 (Permitted Sm size, number, copy, the PADD. ACTION: Motion to the part of the p	nts for the Pation of terms permitted Signs), to location, a	ndment, amending Town Code Chapter ark Avenue Downtown District ("PADD"), apporary real estate signs, to add a new signs may be installed or displayed within clarify and strengthen the sign matrix and other general and specific additional e Ordinance on first reading. Date: 4/29/08
	ginating Department: mmunity Development	Costs: \$ N/A Funding Source: Acct. #	V	Attachments:
[x] Town	nent Review: n Attorney KER 041508 munity Affairs munity Development	[] Finance Fire Dept [] Library [] PBSO	_	[] Personnel
Paper: _		All parties that have an this agenda item must of meeting date and tin following box must be to be on agenda.	be notified ne. The	Yes I have notified everyone or Not applicable in this case :

Summary Explanation/Background: Town staff initiated this Zoning Code text amendment to Chapter 78. Section 78-70(p), pertaining to the sign code regulations for signage within the Park Avenue Downtown District ("PADD"), to correct existing deficiencies in this Section of the Code. The proposed amendments will provide for stricter regulations on temporary real estate signs that advertise "for sale" and "for lease" real estate signs, will also create new subsection 78-70(p)(9), to require a sign permit be obtained from the Town prior to the erection of permitted signs in the PADD, and amend Table 78-70-1, entitled "Permitted Signs" to further clarify the restrictions on the maximum size, number, copy, and other related restrictions pertaining to permitted signs within the PADD. Note: The Planning and Zoning Board recommended that that the size of temporary real estate signs be increased from a maximum of 4 square feet to "square footage that has a maximum size of 50% of the length of the building frontage that fronts on Park Avenue." Staff disagrees with this recommendation because a maximum of 50% of the frontage will often result in signs that are too large. Instead, Town staff has recommended extending the maximum size of these type of signs to a maximum of not more than 9 square feet.

Town of Lake Park Community Development Department



"Jewel" of the Palm Beaches

Meeting Date:

Memo Date:

May 7, 2008 April 16, 2008

Patrick Sullivan, AICP, Director



To: Town Commission

Re: Sign Ordinance change

This is a request to make changes to the sign ordinance for the Park Avenue Downtown District (PADD). These changes are being initiated due to recent perceived flaws in the code. The Planning and Zoning Board reviewed the changes which were presented to them in two segments. The first set of changes added Temporary Real Estate signs to the permitted signs and regulates their placement and size. The P&Z Board voted to recommend approval by a vote of three in favor and two opposed with a condition that the permitted maximum size of the signs be increased from a maximum of 4 square feet to "square footage that has a maximum size of 50% of the length of the building frontage that fronts on Park Avenue." Staff disagrees and believes that a maximum of 50% of the frontage will in many cases result in signs that are too large. As an example, the Frame Shop would be allowed a 75 square foot temporary sign. Staff has reevaluated its original position and would recommend extending the size of the signs from 4 square feet to 9 square feet which would allow for a 3' x 3' sign which is more in keeping with the character of the area.

The second segment addresses changes to the sign regulation matrix which provides for regulating the size, number, copy and other limits for signs in the PADD. The P&Z Board voted to recommend approval of this segment as presented by a vote of four in favor and one opposed. The two segments have been combined into one ordinance for your review tonight.

The first set of changes has to do with regulating freestanding real estate signage in the PADD. As it stands now real estate signs are exempt from permitting and therefore can be placed anywhere as long as they don't exceed 32 square feet in size. The problem with this is that large "for sale or lease" signs that have recently cropped up in the PADD are not in character with the area. Other freestanding signs are not allowed in the district; the freestanding real estate signs should not be allowed either. This is also, as it stands now, free advertising for the real estate companies and we would like to change that by requiring them to get a permit and pay for it in order to put up a sign just like all the other business owners in the district.





These are examples of the real estate signage that has recently cropped up in the PADD.

The second set of changes has to do with the requirements for permitted signage. As businesses are changing over their non-complying signs to complying signs I have noticed that the original language in the ordinance is perhaps more rigid than it needs to be. I have concerns that the literal reading of the code is detrimental to the businesses in the PADD. The suggestions for change will provide some flexibility to the business owners and allow them to accurately advertise their business. As an example, the code does not allow any wording other than the name and the address of the business. A restaurant business that wants to advertise on their sign that they have a bar along with the restaurant is not allowed to do so. The recommended change is to allow "words depicting nature of business" so that signs can have additional wording to help them advertise their business. Below are two examples of signs that are not allowed under today's regulations that require name and logo only. The extra writing is not allowed.





Finally, in this segment is an attempt to regulate the proliferation and quality of window signage while at the same time recognizing the importance of properly utilized window signage to a business. We will discuss this area in more detail at the meeting. The signage on the left is what we are trying to encourage as opposed to the window on the right.





More examples of window signs that do not comply with the code.





ORDINANCE NO. 06-2008

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING CHAPTER 78 ENTITLED "ZONING," ARTICLE III. SECTION 78-70, ENTITLED "PARK AVENUE DOWNTOWN DISTRICT" ("PADD"), TO AMEND SECTION 78-70(p) TO PROVIDE FOR ADDITIONAL REGULATIONS PERTAINING TO TEMPORARY SIGNS FOR REAL ESTATE SALES AND LEASING PERMITTED IN THE PADD AND TO REQUIRE A TOWN SIGN PERMIT BE OBTAINED PRIOR TO ERECTING OR DISPLAYING ANY PERMITTED SIGN WITHIN THE PADD; AMENDING TABLE 78-70-1 ENTITLED "PERMITTED SIGNS" TO CLARIFY CERTAIN RESTRICTIONS ON SIGN SIZE, NUMBER. COPY, AND OTHER RESTRICTIONS PERTAINING TO PERMITTED SIGNS IN THE PADD; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has adopted a Zoning Code which has been codified in Chapter 78 of the Code of Ordinances of the Town of Lake Park, and which includes in Article III of Chapter 78, of that Code, regulations pertaining to specific zoning districts, including but not limited to, the Park Avenue Downtown (Zoning) District ("PADD"); and

WHEREAS, Town staff has recommended to the Town's Planning & Zoning Board and the Town Commission, that Town Code Section 78-70(p), containing the PADD regulations for

prohibited and permitted signage, be amended to provide for stricter regulations on temporary real estate signs that advertise property for sale and for lease within the PADD; and

WHEREAS, Town staff has also recommended to the Town's Planning & Zoning Board and the Town Commission, that Town Code Section 78-70(p) be amended to add new subsection 78-70(p)(9), to require that prior to the erection of permitted signs in the PADD, that a sign permit be applied for with the Town, that the proposed signage be reviewed by the Town's Community Development Director, and if the proposed signage is found to be in compliance with the requirements of the Town Code generally, and Section 78-70(p) specifically, that a sign permit be issued; and

WHEREAS, Town staff has further recommended to the Town's Planning & Zoning Board and the Town Commission, that Table 78-70-1, entitled "Permitted Signs" as contained in Town Code Section 78-70(p), be amended to further clarify the restrictions on the maximum size, number, copy, and other related restrictions pertaining to permitted signs within the PADD; and

WHEREAS, on April 14, 2008 the Lake Park Planning and Zoning Board reviewed the proposed zoning text amendments, and have made their recommendations to the Town Commission; and

WHEREAS, the Town Commission has considered the evidence and recommendations presented to it by the Town Staff, the recommendations of the Town's Planning & Zoning Board, and other interested parties and members of the public, regarding the proposed text amendments, and their consistency with the Town's Comprehensive Plan, and the goals and intent of the PADD Zoning District generally; and

WHEREAS, the Town Commission, after due notice and public hearings, deems it to be in the interest of the public health, safety, and general welfare to amend Chapter 78, Article III, Section 78-70(p), of the Town's Code, to provide for additional regulations pertaining to temporary real estate sale and leasing signs which may be erected within the PADD, to amend Town Code Section 78-70(p) to add new subsection 78-70(p)(9), to require that prior to the erection of permitted signs in the PADD, that a sign permit be applied for and obtained from the Town's Community Development Department, and that Table 78-70-1, entitled "Permitted Signs" as contained in Town Code Section 78-70(p), be amended to further clarify the restrictions on the maximum size, number, copy, and other related restrictions pertaining to permitted signs within the PADD.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1: The whereas clauses are hereby incorporated herein by reference as true and correct findings of fact of the Town Commission.

Section 2. Chapter 78, Article III, Section 78-70(p)(1) and (2) of the Town of Lake Park Code of Ordinances is hereby amended, Section 78-70(p)(9) is hereby created, and Table 78-70-7 "Permitted signs" is hereby amended, to read as follows:

Sec. 78-70 Park Avenue Downtown District.

- (p) Signs. The provisions of this section shall apply to all new or existing signs within the Park Avenue Downtown District. These provisions are designed to address the unique characteristics of the downtown district, and to enhance the architectural style and uses to be present in this area.
- (1) Prohibited signs. The following signs are prohibited within the Park Avenue Downtown District:
- a. A-frame, sidewalk, or sandwich signs;
- b. Alley signs, excluding signage of not more than one square foot in area for business identification/delivery purposes;
- c. Balloon signs;

- d. Banners;
- e. Bench signs;
- f. Billboards;
- g. Cabinet signs;
- h. Changeable copy signs, excluding signs for activities whose principal use involves changes in performances, such as live theaters, movie theaters, comedy clubs, etc;
- i. Electronic message signs;
- j. Flags, excluding American, state, and town flags as approved by the town manager;
- k. Freestanding signs, including monument signs, pole signs, and pylon signs;
- 1. General product signs;
- m. Inflatable signs;
- n. Marquee signs, unless otherwise provided herein;
- o. Neon used to outline windows, buildings, doors, etc;
- p. Off-premises signs;
- q. Painted wall signs, with the exception of murals that are commissioned by the town depict historic scenes of Lake Park;
- r. Paper signs attached directly to a window or other surface, including "open," "closed," or similar signs;
- s. Parapet-mounted signs;
- t. Pennants and streamers:
- u. Plastic lettering attached directly to a surface;
- v. Roof-mounted signs;
- w. Signs which involve moving or rotating parts, intermittent lights, animation; and temperature display, or similar movements;
- x. Signs which emit smoke, sounds, odors, or any other visible matter;
- y. Snipe signs;
- z. Stab signs;
- aa. String lights, unless otherwise provided herein;
- bb. Temporary signs;, with the exception of real estate signs that advertise property for sale or space for lease; and
- cc. Vending machines with product names, logos, lettering, etc., visible from a public right-of-way.
- (2) Permitted signs. The following types of signs are permitted within the Park Avenue Downtown District:
- a. Awning signs;
- b. Light pole signs;
- c. Menu signs;
- d. Neon signs utilizing a business name or logo;
- e. Political signs;
- f. Projecting signs;
- g. Special events signs;
- h. Wall signs; and
- i. Window signs.
- i. Temporary real estate signs that advertise a property or space for sale or lease; provided however,

that any such temporary "for sale" or "for lease" sign(s) may not be larger than nine (9) square feet. The following additional requirements shall also apply to all such signs: (1) only one sign per property is allowed; (2) the sign may only be located on the premises and/or property that is being advertised for sale or for lease in the sign; (2) the sign must be clearly temporary in nature, and may only be erected or placed on an exterior building wall or inside a window of the premises; and (4) the sign must be professionally created or manufactured or produced (as opposed to hand made), and be generally aesthetically pleasing in keeping with the basic goals and intent of the PADD regulations.

(9) Permit Required. It shall be unlawful for any person or entity to erect, construct, post, display, or install any sign, lettering, or other form of advertising structure as herein defined, with the exception of political signs, in the PADD, without first obtaining the approval of the proposed signage and the required permit(s) from the town.

TABLE 78-70-7 PERMITTED SIGNS

TABLE INSET:

Sign Type	Maximum Size	Maximum Number	Copy Limit	Other Limits
Awning Sign	3 square feet	1 per front OR side	Business name, address, phone number, and logo, and words depicting the nature of business (letters shall be not more than 50% of the height of the letters depicting the business name)	*Letters, numbers, and logo shall not exceed 6 inches in height.
				*Located only on valance

Changeable Copy Sign	50 square feet Not more than 50% of any portion of a building fronting on or facing Park Ave.	1 per front of building street frontage	Business name, and name, time, and date of current and upcoming events, and words describing the nature of the business (letters shall be not more than 50% of the height of the letters depicting the name of the business.) The name, time, and date of current and upcoming events may also be displayed.	*May substitute as a wall sign, but shall not be used in addition to a permitted wall sign.
				*Marquee sign may be used
				*Marquee sign may extend over walkways, a minimum 8 foot clearance is required.
				*Marquee shall not extend beyond top of roof
				*Marquee sign shall be proportionate to size of building

	None. Display			
Flags	of flags of the United States shall be in accordance with current U.S. Code of Federal Regulations (C.F.R.) to the extent reasonably possible, and flag size shall be Proportionate to the size and height of the flag pole	1 flag pole per business	US, Florida, and Town of Lake Park flags	*Freestanding flagpoles shall not exceed 50 feet in height, except for otherwise permitted stealth telecommunications facilities in a flagpole design.
				*Building-mounted flag poles shall not extend into any public right of say right-of-way.
Light Pole Sign	Per Town Commission	1 per pole	Per Town Commission	*Must be approved by Town Commission
Menu Sign (Restaurants only)	3 square feet	1 per restaurant	Restaurant menu	*Within 2 feet of front door
				*Mounted on exterior wall or in a window
				*May be enclosed
Neon Sign	15 square feet Shall not occupy more than 50% of any portion of a building fronting on, or facing Park Avenue, with a maximum size of six (6) square feet in a window.	1 per business	Business logo, name, or depiction of product	*Mounted flush with wall or in window

				*First floor location only
				*One face only
				*Shall not project by more than 8 inches
				*Shall not be located on arcade or similar facade
				*May be located above or below canopy or arcade
				*May be used as a substitute for or part of a wall or window sign
Projecting Sign	3 square feet	1 per business	Business name, phone number, and logo, and words describing the nature of the business (letters shall be not more than 50% of the height of the letters depicting the name of the business.)	*Letters, numbers, and logo shall not exceed 6 inches in height.
				*Minimum clearance of 8 feet above sidewalk or public walkway
Political Signs	None	None	None	*Allowed pursuant to chapter 70.
Special Events Signs	None	None	None	*Signs, pennants, flags, streamers, banners, etc., as approved by the town manager community development director for special events and for a limited duration as specified in the permit.

				
				*Number, size, and location of signs to be approved by the town manager community development director
				*Display of signs shall not exceed 14 <u>calendar</u> days
				*Not more than 4 special events may occur on the same site or at the same use for each calendar year
String Lights	None	None	None	*String lights may not spell out or resemble the logo of any commercial product or use.
				*Installation at places of business and on commercial or industrial properties, must be approved by the town manager community development director.
				*Installation in landscaping can be permanent
				*Installation as a seasonal decoration may be displayed for a period not more than 45 calendar days
				*Installation as a seasonal decoration may occur not more than 6 3 times per year

				*Installation as a seasonal decoration, may be used for any one or more of the following holidays: beginning of the Christmas holiday season through and including New Year's Day or only New Year's, Thanksgiving, Halloween, Easter, and Kwanza, and Hanukkah
				*Additional holidays may be recognized by the town manager Community Development Director, upon the showing of good cause by the applicant.
Temporary real estate and for sale signs	9 square Feet	1 per property that is for sale or rent	Name, address, and phone number of agent; copy indicating that the subject property is "for sale" or "for lease", and other information deemed necessary and appropriate at the time of sign permitting.	*Professionally produced or created
				*Located on an exterior wall or in a window only, freestanding signage is strictly prohibited

				*A temporary sign permit is valid for 6 months from the date of permit issuance. A new permit must be applied for after the initial 6 month period expires. After the issuance of two temporary sign permits for the same property, the community
				development director, has the discretion to deny a request for an additional temporary sign permit on the grounds that the sign is not a temporary sign.
Wall Sign	50% of building frontage facing Park Ave., 30% of building frontage for side streets	1 per business	Business name, logo, address, phone number, and words describing the nature of the business (letters shall be not more than 50% of the height of the letters depicting the name of the business.)	*Mounted flush with wall
				*First floor location only
				*One face only
				*Shall not project by more than 8 inches
				*Shall not be located on arcade or similar facade

				*May be located above or below canopy or arcade
				*May be painted directly on wall only if the rendering is commissioned by the Town Commission, and the painted area accurately depicts a scene of historic Lake Park.
Window Sign	No more than 25% of any single window panel or pane area, up to a maximum of 4 square feet	1 per window	Business name, address, logo, and telephone number, and words describing the nature of business.	*Must be painted or applied directly onto the window surface, or hung hang within 6 inches of the window. Placement and design must be consistent, harmonious, and unified throughout all windows in the building.
				*Neon sign(s) may be used for all or part of permitted signage.
				*Shall be located only on the first floor.
				*Stand alone lettering is strongly discouraged. Lettering that incorporates graphic elements, borders, and backgrounds is preferred.

	*Plastic, vinyl, or other similar lettering of any
	form that is applied directly to a window is
	deemed to be a sign for purposes of this Section,
	and requires a sign permit approved by the
	Community Development
	Department prior to placement on a window.

Section 3. Severability. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

<u>Section 4.</u> Repeal of laws in conflict. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances, and may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

<u>Section 6</u>. Effective date. This Ordinance shall become effective immediately upon adoption.

TAB 12

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: May 7, 2008				Agenda Item No.		
[x] PUBLIC HEARING Ordinance on Second		1 Reading	[]	RESOLUTION		
LI	ordinarios on second recading		[]	DISCUSSION		
[X]	ORDINANCE ON FIRST READING		[]	BID/RFP AWARD		
[]	GENERAL APPROVAL OF ITEM		[]	CONSENT AGENDA		
[]	Other:					
SUBJECT: Ordinance amending Town Code Section 78-6 entitled "Reasonable Accommodations Procedures" which was adopted pursuant to Ordinance 18-2007, and thereafter codified in the Town Code, to change the designation of the hearing officer from the Town Manager to a Special Magistrate appointed by the Town Commission upon the recommendation and advice of the Town Attorney, and providing provisions for mail and newspaper publication of notice of hearings and the opportunity to be heard in accordance with the due process requirements of the state and federal Constitutions. RECOMMENDED MOTION/ACTION: Motion to approve the Ordinance on first reading. Approved by Town Manager Amb Manager Date: 4/29/16						
Appro	oved by Town Manag		Tm M			
Origi	oved by Town Manag		TM M			
Origin Comr	nating Department:	Costs: \$ N/A Funding Source: Acct. # [] Finance [] Fire Dept [] Library		sin their		

Summary Explanation/Background: Minor Town Code amendment to Section 78-6, to change the designation of the hearing officer conducting public quasi-judicial hearings on requests for reasonable accommodations hearings from the Town Manager to a Special Magistrate, and to provide reasonable, courtesy mail notice to owners of real property which abut, are adjacent to, and are within 300 feet of the property which is the subject of the reasonable accommodation request, as well as publication of newspaper notice of the public hearing, date, time, and location, and the right and opportunity of all interested persons to be heard at the hearing.

ORDINANCE NO. 07-2008

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN LAKE FLORIDA **OF** PARK, **AMENDING** CHAPTER 78, ARTICLE I, SECTION 78-6, ENTITLED "REASONABLE ACCOMMODATIONS PROCEDURES" TO CHANGE THE DESIGNATION OF THE HEARING OFFICER FOR PUBLIC HEARINGS ON REQUESTS SUBMITTED TO THE TOWN FOR REASONABLE ACCOMMODATIONS, FROM THE TOWN MANAGER TO A SPECIAL MAGISTRATE APPOINTED BY THE TOWN COMMISSION; TO PROVIDE SPECIFIC PROVISIONS FOR MAIL AND NEWSPAPER NOTICE OF THE PUBLIC HEARING ON ANY REQUEST FOR A REASONABLE ACCOMMODATION; TO **PROVIDE** OPPORTUNITY BY MEMBERS OF THE PUBLIC TO BE HEARD ON THE REQUEST FOR A REASONABLE ACCOMMODATION AT PUBLIC THE PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, §2(b) of the Constitution of the State of Florida and Chapter 166, Florida Statutes, the Town of Lake Park, Florida (the "Town") has the governmental and corporate powers of a duly constituted municipality; and

WHEREAS, the Town Commission has adopted general provisions pertaining to land use and zoning within the Town, which have been codified in Chapter 78 of the Town Code of Ordinances; and

WHEREAS, on or about August 22, 2007 the Town Commission adopted Ordinance No. 18-2007, pursuant to which new Town Code Section 78-6 was created to establish reasonable accommodation procedures to be followed by the Town in the event a disabled individual(s) and/or a qualifying entity requests a reasonable accommodation, and a means where appropriate (based upon record evidence and current law), for the Town to grant a reasonable accommodations to an applicant if the criteria established in the procedure have been satisfied; and

WHEREAS, subsequent to the adoption of Ordinance 18-2007, and the codification of Town Code Section 78-6, Town Staff has reconsidered certain provisions of the reasonable accommodations procedure, and has determined that it is in the best interests of the Town to

amend certain provisions contained in the procedure; and

WHEREAS, Town Staff has recommended to the Town Commission that subsections (4), (5), (6), (7), and (8) of Section 78-6, should be amended to change the designation of the individual authorized by the Town Commission to conduct the public quasi-judicial hearings on requests for reasonable accommodations from the Town Manager to a Special Magistrate, who is a licensed and current member in good standing of the Florida Bar, and who is appointed by the Town Commission upon the recommendation of the Town Attorney for the limited purpose of conducting the hearing; and

WHEREAS, in addition, Town Staff has also recommended to the Town Commission that subsection (4) of Section 78-6, be further amended to provide for specific provisions for the notice of the hearing on the request for a reasonable accommodations, to wit: (a) the provision of courtesy mail notice of the public hearing to persons who own real property which abuts, is adjacent to, or is within 300 feet of the real property which is the subject of a request for a reasonable accommodation(s), and (b) newspaper publication of the notice of the public hearing containing a brief description of the request for reasonable accommodation and the property to which the request is applicable, the proposed reasonable accommodation(s) requested by the applicant, and the time and place of the hearing of the special magistrate on the request for reasonable accommodation, and a statement that all interested persons will be afforded an opportunity to speak and be heard at the hearing; and

WHEREAS, the Town Commission has reviewed the recommendations of Town
Staff and other interested parties and members of the public, regarding the
proposed amendments, and their consistency with the requirements of state and federal law; and

WHEREAS, the Town Commission, after due notice and public hearings, deems it to be in the interest of the public health, safety, and general welfare to amend Chapter 78, Article I, Section 78-6 (subsections (4), (5), (6), (7), and (8)) of the Town's Code, as more specifically provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

<u>Section 1.</u> The foregoing recitals are adopted herein as true and correct legislative findings of the Town Commission.

Section 2. Chapter 78, Article I, Section 78-6, subsections (4), (5), (6), (7), and (8) are hereby amended to read as follows:

Sec. 78-6 Reasonable Accommodation Procedures.

(4) When a reasonable accommodation request form has been completed and submitted to the Department, it will be referred to the town manager and the town attorney provided to the town attorney for review and consideration. The town manager, or his/her designee shall have the authority to consider and decide requests for reasonable accommodation, after a duly noticed public hearing has been held on the request and members of the public have been permitted to be heard on the request and provide comments, input, and other relevant information. A special magistrate shall be selected and appointed by the town commission upon the recommendation of the town attorney to hear and decide requests for reasonable accommodation, after a duly noticed public hearing has been held on the request and members of the public have been permitted to be heard on the request and provide comments, input and other relevant information. Notice of the public hearing on the request for a reasonable accommodation shall be given at least 15 days before the public hearing in a newspaper of general circulation, and courtesy notice shall be given by certified mail, return receipt requested, to all landowners within 300 feet of the perimeter of the lot which is the subject of the request for a reasonable accommodation at least 15 days before the hearing of the special magistrate. The notice shall contain a brief description of the request for reasonable accommodation and the property to which the request is applicable, the proposed reasonable accommodation(s) requested by the applicant, and the time and place of the hearing of the special magistrate on the request for reasonable accommodation. Proof of publication of the notice shall be filed with the town clerk prior to public hearing of the special magistrate on the request for reasonable accommodation. For the purpose of this section, the measurement of 300 feet shall be taken in straight lines from the perimeter of the property which is the subject of the request for a reasonable accommodation. The provision for notice to all landowners within 300 feet may be dispensed with upon presentation to the special magistrate of a "waiver of notice" signed by all persons entitled to notice hereunder, which such waiver shall comply with the provisions of this section. Failure to receive such notice, however, shall not affect any action or proceeding taken hereon, nor is it intended to supplement the required notice provisions of state law for due process or any other purposes. The town manager, or designee, special magistrate shall not be required to render a decision on the request at the public hearing.

The town manager, or designee, special magistrate shall issue a written determination on the request within 45 days of the date of receipt of a technically complete application. The town manager special magistrate may, in accordance with federal law either: (1) grant the reasonable accommodation request in full, (2) grant a portion of the reasonable accommodation request and deny a portion of the reasonable accommodation request, and may also impose conditions upon the portion of the reasonable accommodation request that was granted, or (3) deny the reasonable accommodation request. Any denial of a reasonable accommodation request shall be in writing, and shall state the grounds for the denial. All decisions of the town manager special magistrate on a request for reasonable accommodation shall be in writing and shall give the applicant notice of the applicant's right to appeal. The written decision of the town manager special magistrate shall be sent to the applicant (i.e. the disabled individual or his/her authorized agent, attorney, or representative) by certified mail, return receipt requested at the address specified for notice by the applicant on the application form. If the town manager, or designee, special magistrate determines that additional information from the applicant is necessary for the town manager special magistrate to reach a determination on the request, the town manager special magistrate may, prior to the end of the 45-day period, issue a written request to the applicant detailing the additional information and/or records which are necessary for the town manager special magistrate to render a decision. The applicant shall have 15 days from the date of the written request for additional information within which to provide the requested information to the town manager special magistrate. In the event the town manager special magistrate timely requests the applicant to provide additional information, the 45-day determination period shall no longer be applicable, and the town manager, or designee special magistrate, shall issue a written administrative decision within 30 days after receipt of the additional requested information from the applicant. If the applicant fails to provide the requested additional information within the 15day period, the town manager, or designee special magistrate, shall issue a written notice advising the applicant that due to the fact that the applicant failed to timely submit the additional information, the request for reasonable accommodation has been deemed by the town to be abandoned by the applicant and/or withdrawn, and that no further action by the town regarding the applicant's reasonable accommodation request shall be taken.

(5) In determining whether a reasonable accommodation request should be granted or denied, the applicant must establish that the applicant is protected under the provisions of the

FHA and/or ADA by demonstrating that the applicant is handicapped or disabled, as defined in the FHA and/or ADA. Although the definition of disability is subject to judicial interpretation, for purposes of this section, the disabled individual who is the subject of the request for a reasonable accommodation must show: (i) a physical or mental impairment which substantially limits one or more major life activities; (ii) a record of having such impairment; or (iii) that the disabled individual is regarded as having such impairment. After satisfying the foregoing three criteria, the disabled individual who is the subject of the request for a reasonable accommodation must demonstrate that the proposed accommodations being sought are reasonable and necessary to afford him/her an equal opportunity to use and enjoy housing. The_foregoing three criteria, shall be the basis for the town manager's special magistrate's decision, and by the town commission in the event of an appeal.

- (6) If denied an applicant may appeal the town manager's special magistrate's decision on a reasonable accommodation request within thirty (30) days after of the date on which the written decision is rendered by submitting a written notice of appeal to the town manager town's community development director. All notices of appeal shall contain a statement of the request for reasonable accommodation a statement of the facts and other evidence which the applicant contends supports the applicant's entitlement to a reasonable accommodation, a copy of the decision of the town manager special magistrate and any legal argument which the applicant contends support the applicant's the appeal and the alleged error in the town manager's special magistrate's decision. Appeals shall be heard by the town commission at a duly noticed public hearing. The town commission shall render a written Final Order on the appeal as soon as is reasonably practicable, but in no event shall the decision be rendered more than sixty (60) days after the notice of appeal was been filed by the applicant.
- (7) No fee shall be imposed by the Department in connection with a request for reasonable accommodation under this section, or for an appeal of a decision of the town manager special magistrate to the town commission. The town shall have no liability for or legal obligation to pay an applicant's attorney's fees or costs, including attorney's fees and costs incurred in any appeal at any appellate level.
- (8) During the time when an application for reasonable accommodation (or an appeal of a decision of the town manager special magistrate) is pending, the town shall not enforce the

zoning ordinance, rules, policies, and procedures which is the subject of the request for a reasonable accommodation against the applicant.

Section 3. Codification.

The provisions of this Ordinance shall become and be made part of the Code of Laws and Ordinances of the Town of Lake Park.

Section 4. Severability.

If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Laws in Conflict.

All ordinances or parts of ordinances of the Town of Lake Park, Florida, which are in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date.

The provisions of this Ordinance shall become effective upon adoption.

TAB 13

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: May 7, 2008			Agenda Item No.		
[X] PUBLIC HEARING [] Ordinance on Second		d Reading	[]	RESOLUTION	
	Public Hearing	- · · · · · · · · · · · · · · · · · · ·	[]	DISCUSSION	
[X]	ORDINANCE ON FIRST READING		[]	BID/RFP AWARD	
[]	GENERAL APPROVAL OF ITEM		[]	CONSENT AGENDA	
[]	Other:				
SUBJECT: An Ordinance amending the Town Code to create a new Chapter 11 to be entitled "Animals", new Article 1 to be entitled "General Regulations", new Article II to be entitled "Supplemental Regulations Pertaining Primarily to Dogs and Cats"; and new Sections 11-1 through 11-20, inclusive contained therein, to provide regulations and restrictions pertaining to the care, keeping, and restraint of animals within the corporate limits of the Town of Lake Park. RECOMMENDED MOTION/ACTION: Motion to approve Ordinance on first reading. Approved by Town Manager Authority of Marine Date: 4/2 9/08 Originating Department: Costs: \$ N/A Attachments: Community Development Funding Source:					
[x] Tow [] Com	Acct. # epartment Review: Town Attorney KER 042108 Community Affairs			[] Personnel [] Public Works [] Town Clerk [] Town Manager	
Date: _ Paper:	Advertised: Date: All parties that have in this agenda item in notified of meeting ditime. The following be filled out to be on		an interes nust be ate and box must	Yes I have notified everyone or Not applicable in this case	

Summary Explanation/Background: The current Town Code does not address the care, keeping, and restraint of animals within the Town. For example, the Code does not contain a leash law, requirements for the registration and inoculation of cats and dogs, pet curbing requirements, and other similar regulations pertaining to the humane care and treatment of animals, which are typically regulated by local ordinance, when not otherwise superceded by state or federal law. The creation of this new Chapter 11, Articles I and II, and the proposed new Code Sections 11-1 through 11-20 to be contained therein, will provide the Town with means to enforce and rectify, some of the more common nuisances caused by animals, as well as prohibit certain acts and omissions which constitute animal abuse and cruelty.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE CODE OF ORDINANCES FOR THE TOWN OF LAKE PARK, FLORIDA BY CREATING NEW CHAPTER 11 TO BE ENTITLED "ANIMALS"; PROVIDING FOR THE CREATION OF NEW ARTICLE 1, TO BE ENTITLED "GENERAL REGULATIONS": PROVIDING FOR THE CREATION OF NEW SECTION 11-1 TO BE ENTITLED "DEFINITIONS"; PROVIDING FOR THE CREATION OF NEW SECTION 11-2 TO BE ENTITLED "BIRD SANCTUARY DECLARED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-3 TO BE ENTITLED "CRUEL AND INHUMANE TREATMENT OF ANIMALS PROHIBITED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-4 TO BE ENTITLED "PROVISION OF FOOD AND WATER TO CONFINED ANIMALS REQUIRED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-5 TO BE ENTITLED "MINIMUM REQUIREMENTS FOR THE POSSESSION AND SHELTERING OF CERTAIN ANIMALS"; PROVIDING FOR THE CREATION OF NEW SECTION 11-6 TO BE ENTITLED "MAXIMUM NUMBER OF HOUSEHOLD PETS"; PROVIDING FOR THE CREATION OF NEW SECTION 11-7 TO BE ENTITLED "REMOVAL OF PET EXCREMENT REQUIRED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-8 TO BE ENTITLED "NEGLECT AND/OR ABANDONMENT OF ANIMALS PROHIBITED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-9 TO BE ENTITLED "NUISANCES CREATED BY ANIMALS PROHIBITED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-10 TO BE ENTITLED "ANIMALS WITH CONTAGIOUS DISEASES PROHIBITED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-11 TO BE ENTITLED "AID TO INJURED ANIMALS REQUIRED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-12 TO BE ENTITLED "RESTRICTIONS ON THE TRANSPORT OF ANIMALS IN AN OPEN BED OF VEHICLES"; PROVIDING FOR THE CREATION OF NEW ARTICLE II OF CHAPTER 11 TO BE ENTITLED "SUPPLEMENTAL REGULATIONS PERTAINING PRIMARILY TO DOGS AND CATS"; PROVIDING FOR THE CREATION OF NEW SECTION 11-13 TO BE ENTITLED "REGISTRATION TAGS AND LICENSES FOR DOGS AND CATS REOUIRED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-14 TO BE ENTITLED "DOGS RUNNING AT-LARGE PROHIBITED": PROVIDING FOR THE CREATION OF NEW SECTION 11-15 TO BE ENTITLED "ANIMALS INJURING OR KILLING OTHER ANIMALS PROHIBITED"; PROVIDING FOR THE CREATION OF NEW SECTION 11-16 TO BE ENTITLED "DOGS DAMAGING PROPERTY OF OTHERS PROHIBITED": PROVIDING FOR THE CREATION OF NEW SECTION 11-17 TO BE ENTITLED "INJURY TO AND/OR INTERFERENCE WITH POLICE DOGS PROHIBITED"; PROVIDING FOR THE CREATION OF SECTION 11-18 TO BE ENTITLED "REGULATIONS PERTAINING TO VICIOUS ANIMALS AND DANGEROUS DOGS": PROVIDING FOR THE CREATION OF NEW SECTION 11-19 TO BE

ENTITLED "IMPOUNDMENT"; PROVIDING FOR THE CREATION OF NEW SECTION 11-20 TO BE ENTITLED "PENALTIES; PRIMA FACIE EVIDENCE OF VIOLATIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Town staff has recommended to the Town Commission that the Town Code be amended to provide for regulations pertaining to animals, including but not limited to, regulations related to the proper possession, treatment, conduct and behavior of pets and pet owners, damages caused by animals and associated penalties and liabilities of animal owners, provisions for impoundment of animals, regulations addressing dangerous and vicious dogs and feral cats, as well as the declaration of the Town of Lake Park as a bird sanctuary, in Chapter 11 of the Code of Ordinances; and

WHEREAS, Town staff has determined that creating new Chapter 11, Article I, Sections 11-1 through 11-20 inclusive of the Town Code, to regulate animals within the Town, is necessary to provide for the Town's requirements for the animal control; and

WHEREAS, the Lake Park Town Commission, after due notice and public hearings, has determined it to be in the best interest of the public to amend the Town Code to create a new Chapter 11 to be entitled "Animals", and Article I to be entitled "General Regulations", and that the following new Sections also be created and included in this Chapter and Article: Section 11-1 to be entitled "Definitions"; Section 11-2 to be entitled "Bird sanctuary declared"; Section 11-3 to be entitled "Cruel and inhumane treatment of animals prohibited"; Section 11-4 to be entitled "Provision of food and water to confined animals required"; Section 11-5 to be entitled "Minimum requirements for the possession and sheltering of certain animals"; Section 11-6 to be

entitled "Maximum number of household pets"; Section 11-7 to be entitled "Removal of pet excrement required"; Section 11-8 to be entitled "Neglect and/or abandonment of animals prohibited"; Section 11-9 to be entitled "Nuisances caused by animals prohibited"; Section 11-10 to be entitled "Animals with contagious diseases prohibited"; Section 11-11 to be entitled "Aid to injured animals required"; Section 11-12 to be entitled "Restrictions pertaining to transporting animals in open bed of vehicles"; creating new Article II of Chapter 11 to be entitled "Supplemental regulations pertaining primarily to dogs and cats"; Section 11-13 to be entitled "Registration tags and licenses for dogs and cats required"; Section 11-14 to be entitled "Dogs running at-large prohibited"; Section 11-15 to be entitled "Animals injuring or killing other animals prohibited"; Section 11-16 to be entitled "Dogs damaging property of others prohibited"; Section 11-17 to be entitled "Injury to and/or interference with police dogs prohibited"; Section 11-18 to be entitled "Regulations pertaining to vicious animals and dangerous dogs"; Section 11-19 to be entitled "Impoundment"; and Section 11-20 to be entitled "Penalties; prima facie evidence of violations".

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

<u>Section 1.</u> The whereas clauses are incorporated herein as true and correct findings of fact of the Town Commission.

Section 2. Chapter 11, Article I, Sections 11-1, 11-2, 11-3, 11-4, 11-5, 11-6, 11-7, 11-8, 11-9, 11-10, 11-11, and 11-12 of the Code of Ordinances of the Town of Lake Park, Florida are hereby created to read as follows:

ARTICLE I. GENERAL REGULATIONS

Sec. 11-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon means for an owner or caregiver to forsake an animal entirely or to neglect or refuse to provide or perform the legal obligations for care and support of an animal.

Animal means every living non-human creature, both domestic and wild.

Animal control authority means the town, Palm Beach County, Palm Beach County

Animal Care & Control, and/or another entity acting alone or in concert with the town, and authorized by the town to enforce the animal control laws of the town.

At large means off the premises of the owner, unless accompanied by an attendant, who shall have such cat or dog firmly held by a collar and leash, and which leash is not to exceed ten feet in length.

<u>Dangerous dog</u> means any dog that, according to the records of Palm Beach County Care & Control or other appropriate governmental entity with jurisdiction:

- (1) has without provocation aggressively bitten, attacked or endangered a human being, or has inflicted severe injury on a human being on public or private property;
- (2) has, without provocation, severely injured or killed a domestic animal while off the owner's property;
- (3) has been used primarily, or in part, for the purpose of fighting, or is a dog trained for dog fighting; or
- (4) has, without provocation, chased or approached a person upon the streets, sidewalks or any public grounds in an aggressive, menacing fashion or apparent attitude of attack; provided that such actions are attested to in a sworn statement by one or more persons, and dutifully investigated by the appropriate authority.
- (5) A dog shall not be declared dangerous if it is determined by the appropriate authority, that the threat, injury or damage was sustained by a person who, at the time, was unlawfully on the property or, while lawfully on the property, was teasing, tormenting, abusing or assaulting the dog or its owner or a family member.
- (6) No dog may be declared dangerous if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

Dangerous or vicious animals shall mean any animal of fierce or dangerous propensities, which is likely to cause injury to persons or damage to property, or any animal which exhibits traits which are ungovernable, or any animal which has bitten one or more persons without provocation on two separate occasions within a period of six months.

Direct control shall mean immediate, continuous physical control of an animal at all times, such as by means of a fence, leash, cord or chain of such strength to restrain the same; or in the case of specifically trained or hunting animals which immediately respond to such commands, direct

control shall also include audible, aural, and/or oral control, if the controlling person is at all times clearly and fully within unobstructed sight and hearing of the animal.

Domesticated household pet and domesticated animal includes dogs, cats, parrots, parakeets, canaries, rabbits, guinea pigs, hamsters, fish, turtles and other animals that can be legally sold in a licensed pet shop in the state of Florida, and is kept as a pet and subordinate to residential use for the purpose of providing human companionship. Domesticated household pets and/or domesticated animals do not include animals which are considered as exotic or wild animals, and/or which require a permit from the state of Florida before such animals may be purchased, sold, or possessed. The following animals are not considered household pets pursuant to this chapter: livestock, wild animals as defined by the State of Florida Fish and Wildlife Conservation Commission, and hoofed animals of any kind, excluding purebred miniature potbellied pigs, also known as Sus scrofa bittatus. The Sus scrofa bittatus are considered household pets, and may be kept in compliance with all applicable provisions of this chapter.

Feral animal means an animal that exists in a wild or untamed state, either due to birth or reversion to a wild state from domestication and has no known owner. Stray animals may be feral or tame, but are considered feral where they are not known or are unwanted.

Harborer means any person or entity which performs acts of care, shelter, protection, restraint, refuge, food or nourishment in such a manner as to control an animal's activities.

Kennel shall mean any place of business at which dogs or cats are kept for sale, breeding, boarding, treatment or grooming purposes. The word "kennel" shall not be held to include any humane society, animal protection agency, veterinary clinic or hobby breeder.

Livestock shall mean any grazing animal, such as horses, cattle, sheep, donkeys, mules, buffalos, llamas, swine, goats, other hoofed animals, emus, ostriches, and rheas that are raised for private use or commercial purposes. However, purebred miniature potbellied pigs shall be exempt from this definition.

Nuisance caused by animals means, but is not necessarily limited to, actions of animals which:

- (1) Disturbs the peace and quiet enjoyment of property or the life of any person, such as habitually or continually barking, howling, crying, screaming, or making other bothersome noises.
- (2) Disturbs the peace and quiet enjoyment of property or the life of any person, such as destroying, desecrating, defecating, or soiling public or private property, chasing persons, vehicles, and other animals, running at large and/or in packs, attacking or biting other persons and/or animals or actions which are threatening or menacing and/or that which cause a reasonable person to believe that an animal attack or bite may be imminent, failing to remove animal waste, hair, rotting food, and/or other animal filth from the animal owner's property resulting in noxious odors, rodents, insects, vermin, and other offensive and nuisance-like conditions, failing to eradicate fleas, ticks and other animal parasites on the animal owner's property which result in an infestation or proliferation of the same beyond the boundaries of the animal owner's property, and/or other behavior that interferes with the reasonable use and quiet enjoyment of the life and/or property of another person.

Owner shall mean any person, firm, corporation, entity, or organization possessing, harboring, keeping, or having the care, control, or custody of an animal or, if the animal is owned by a person under the age of 18, that person's parent or guardian.

Police dog means any dog which is owned, or the service of which is employed, by a law enforcement agency for the principle purpose of aiding in the detection of criminal activity, enforcement of laws, or apprehension of offenders.

Proper enclosure of a dangerous dog means, while on the owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. All such pens or structures shall have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure and shall also provide protection of the dog from the elements.

Torture, torment, cruelty shall include every act, omission or neglect whereby unnecessary or unjustifiable pain or suffering is caused, permitted or allowed to continue when there is reasonable remedy or relief.

Sec. 11-2 Bird sanctuary declared.

It is hereby declared that the entire corporate limits of the Town shall be a protected bird sanctuary. It shall be unlawful for any person to trap, hunt, shoot, kill, or attempt to trap, hunt, shoot kill, wound, maim, or molest any bird or wild fowl of any kind, in any manner or to rob bird or wild fowl nests, disturb their eggs, or young wild fowl nests, or to throw any missile, including the use of slingshots or any other weapon at any bird or wild fowl of any kind.

Sec. 11-3 Cruel and inhumane treatment of animals prohibited.

- (a) The provisions of Sections 828.12 and 828.13, Fla. Stat., as they may be amended from time to time, are hereby adopted by reference in this article, and shall be enforced as if fully set forth herein. A copy of Chapter 828, Fla. Stat., is available for inspection in the office of the Town clerk.
- (b) It is a violation of this article for any person to commit an act or omission, or cause an act to be committed, in violation of Sections 828.12 and/or 828.13, Fla. Stat, as amended from time to time.
- (c) Torture, cruelty and inhumane treatment of animals is prohibited. It is a violation of this article, for any person to torture, engage in animal cruelty, or inhumanely treat any animal as set forth herein. For the purpose of this section, the term "inhumane" means acts which:
- (1) are physically cruel; or
- (2) expose an animal to unusual, unnecessary and otherwise avoidable physical harm.
- d) Inhumane treatment includes, but is not limited to, any of the following acts or omissions by an animal's owner or caretaker:
- (1) An animal is allowed to become overheated, or is not supplied with adequate food, water, shade or protection from elements.
- (2) An animal which is improperly or inhumanely contained or denied proper exercise or rest. For the purposes of this article, the regulations set forth in Section 11-4 herein, and the United States Department of Agriculture and Florida Game and Fresh Water Fish Commission

regulations pertaining to containment, exercise and rest, shall be the standards for proper containment, exercise and rest, as said regulations may be amended from time to time;

- (3) In the case of a stunt or entertainment act:
- a. no allowance is made for an animal's reasonable limits of endurance;
- b. the owner or operator has failed to determine whether equipment operated in conjunction with the working animal is in safe operating condition;
- c. an animal is killed or injured during the stunt or act:
- d. an equine animal, including a horse, mule or donkey, is allowed to fall or drop into water from a platform or structure more than ten feet above the water; or
- e. an equine animal is not properly trained for such a fall or drop.

Sec. 11-4 Provision of food and water to confined animals required.

- (a) No person owning or responsible for confining or impounding any animal, may refuse or neglect to continuously supply the animal with a sufficient supply of food and water.
- (b) The food shall be sufficient to maintain all animals in good health.
- (c) Potable water shall be available at all times for all animals.

Sec. 11-5. Minimum requirements for the possession and sheltering of certain animals.

- (a) Possession generally. No person shall keep, possess or maintain any live animal, including livestock or fowl, within the Town, except as provided herein. Dogs, cats, parrots, parakeets, canaries, rabbits, guinea pigs, hamsters, gerbils, turtles and other animals that can be legally sold in a licensed pet shop in the state may be kept, possessed and maintained as household pets within the town so long as they are kept, possessed and maintained in compliance with the provisions of this chapter, and provided that these household pets do not engage in behaviors that constitute a nuisance under the provisions of this chapter. Proper sanitary measures shall be observed and followed at all times in connection with the keeping, maintaining or possessing of such pets.
- (b) Proper Shelter. No person owning or responsible for confining or impounding any animal may fail to provide, the animal with proper shelter as prescribed in this section.
- (c) Indoor Standards. Minimum indoor standards of shelter shall include:
- (1) Ambient temperatures. The ambient temperature shall be compatible with the health of the animal.
- (2) Ventilation. Indoor housing facilities shall be adequately ventilated by natural or mechanical means to provide for the health of the animals at all times.
- (d) Outdoor Standards. Minimum outdoor standards of shelter shall include:
- (1) Shelter from sunlight. For all animals tied or confined unattended outdoors during months of April through November, sufficient shade by natural or artificial means shall be provided to protect animals from direct sunlight.
- (2) Shelter from inclement weather.
- a. Animals generally. Natural or artificial shelter appropriate to the local climatic conditions for the species concerned shall be provided as necessary for the health of the animal.
- b. Dogs. If a dog is tied or confined unattended outdoors or in an unheated enclosure, a shelter of suitable size to accommodate the dog shall be provided. The minimum specifications for such shelter shall be as follows-,
- 1. The shelter must be a moisture proof, weather tight doghouse maintained in good repair:

- 2. The shelter must be constructed and maintained so as to provide sufficient space to 1) allow the dog to turn around freely-, 2) allow the dog to easily sit, stand and lie in a normal position. 3) keep the dog clean. dry and comfortable: 4) maintain the dog's body heat;
- 3. The shelter must be made of durable materials including, but not limited to, wood or molded plastic;
- 4. The shelter must have an entrance covered by a self closing swinging door or covering, or an "L" shaped entrance to prevent the wind and elements from blowing directly into the house:
- 5. The shelter must have clean bedding to provide insulation and protection against cold and dampness and promote the retention of body heat. Acceptable bedding shall include, but not be limited to, blankets, hay, straw, or cedar shavings;
- 6. The shelter must have suitable drainage, which rapidly eliminates excess water.
- (e) Space Standards. Minimum space requirements for both indoor and outdoor enclosures shall include:
- (1) Structural strength. The housing facilities shall be structurally sound and maintained in good repair to protect the animals from injury and to contain the animals.
- (2) Space requirement. Enclosures shall be construed and maintained so as to provide sufficient space to allow each animal adequate freedom of movement. Inadequate space may be indicated by evidence of debility, stress or abnormal behavior patterns.
- (f) Sanitation Standards. All pens. yards, structures or areas where animals are kept shall be maintained in a nuisance-free manner. Animal droppings shall be removed regularly and disposed of properly so not to attract insects or rodents, or become unsightly or cause objectionable odors,
- (f) Tying or tethering dogs. A dog or puppy may be restrained by a fix-point chain or tether only under the following conditions:
- (1) Any tethering system employed shall not allow the dog or puppy to leave the owner's property.
- (2) No chain or tether shall weigh more than one-eighth (1/8) of the dog or puppy's body weight.
- (3) Any chain or tether shall be at least ten (10) feet in length and have swivels on both ends.
- (4) Any chain or tether must be attached to a properly fitting collar or harness worn by the animal. Choker collars shall not be used for dogs restrained on a fix-point chain or tether.

Sec. 11-6. Maximum number of household pets.

No person shall keep, maintain, possess or harbor more than six (6) domesticated household pets or domesticated animals upon a single lot or residence. A violation of this limitation shall constitute prima facie evidence of creating and maintaining a nuisance in violation of this chapter. The limitation established in this section shall not apply to dogs or cats under three months of age or to fish.

Sec. 11-7. Removal of pet excrement required.

(a) It shall be unlawful for any person to aid, abet, assist or allow any animal under their care, custody or control, or subject to their command, to deposit or place on any of the public or private sidewalks, parkways or walkways or parts of streets, or public parks or ways on the oceanfront devoted to the use of the public, or upon premises owned by any person other than the owner or custodian of such animal, any offal, feces or excrement of the animal.

(b) The owner or custodian of any animal is required to remove and dispose of, in a sanitary manner, the offal, feces, and/or excrement of any the animal which is deposited on public or private property, and to remove and properly dispose of animal waste, hair, rotting food, and/or other animal filth from the animal owner's own property if such conditions result in or cause the emission of noxious odors, are likely to attract rodents, insects, vermin, and create other nuisance-like conditions which create a public health and safety hazard(s) and/or are offensive to neighbors and/or the general public.

Sec. 11-8. Neglect and/or abandonment of animals prohibited.

No person may abandon or discard any domesticated household pet or domesticated animal. Any code enforcement officer, law enforcement officer, or authorized Palm Beach County animal control officer, may remove, shelter and care for any animal which has been found to have been neglected, abandoned, tortured, inhumanely treated or otherwise treated in a cruel manner, cruelly exposed to the weather, confined in a vehicle without sufficient ventilation, water and/or in extreme temperatures, starved or denied adequate water, or other life threatening or endangering circumstances, and may deliver the animal to another person to be sheltered, cared for, and given medical attention, if necessary. Whenever reasonably possible, the owner, if known, shall be immediately notified, and the town, or other entity or person, having possession of the animal, shall have a lien thereon for its care, keeping and medical attention and the expense of notice.

Sec. 11-9. Nuisances created by animals prohibited.

- (a) It shall be unlawful to keep or maintain any dog, cat, bird, or other animal, within residential zones of the Town, which causes a noise disturbance by habitually howling, barking, meowing, squawking, or other noise making. It shall also be unlawful to cause any animal, bird or fowl to make or create any excessive or unnecessary noise by taunting, beating or coercing the animal, bird or fowl, or by depriving same of necessary food, water or shelter.
- (b) The Town's code compliance division shall investigate alleged violations of this section upon the receipt of either:
- (a) Sworn affidavits of complaint signed by 2 unrelated residents living in separate dwellings in the close vicinity of the alleged violation; or
- (b) Sworn affidavit of complaint signed by a resident living in the close vicinity of the alleged violation together with a video tape of the activity complained of recorded by, or recorded in the physical presence of, such resident.
- (c) The affidavit(s) shall specify the address or location of the alleged violation, the nature, time and date(s) of the act, the name and address of the owner or custodian, if known, and a description of the animal, if known. The video tape shall include the date and time of the event being recorded and shall provide evidence of the nature and extent of the violation.
- (d) Upon receipt of the materials set forth in either (a)(1) or (a)(2), code enforcement procedures pursuant to chapter 9 of this Code may be instituted against the owner or custodian of any animal alleged to be in violation of this section.
- (e) It is unlawful for any person to intentionally provide food, water, or other forms of sustenance or care to a feral cat or a feral cat colony.

Sec. 11-10. Animals with contagious diseases prohibited.

- (a) No person who owns a dog or cat, and who has knowledge that the animal is afflicted with a contagious disease or in an unhealthy condition, shall permit the dog or cat to be out in public within the Town limits.
- (b) If a code enforcement officer or law enforcement officer has a reasonable belief that any dog or cat is not in a healthy condition, and/or may be suffering from a contagious disease, and/or may have bitten a person or other animal, the officer shall temporarily impound the dog or cat. The officer may keep the dog or cat in temporary quarantine for a period of time until the animal can be released to Palm Beach County Animal Care & Control for the purpose of testing the dog or cat for disease. Any dog or cat suspected of being infected with rabies must be released by its owners or custodian to Palm Beach County Animal Care & Control for laboratory analysis by a licensed veterinarian. The Town shall have no liability for damages or other compensation to the owner of the dog or cat as a result of the impoundment and/or any procedure utilized by Palm Beach County Animal Care & Control on the dog or cat.

Sec. 11-11. Aid to injured animals required.

It shall be unlawful for any person who injures any animal by running over or into the animal, or otherwise coming into contact with the animal, with an automobile, truck, motorcycle, bicycle, dirt bike, all terrain vehicle, any other type of motorized or non-motorized vehicle, or other object, to fail to immediately notify the owner of the animal, and/or a town code compliance officer, and/or a veterinarian, and/or a law enforcement officer, and/or Palm Beach County Animal Care & Control and seek medical attention for the animal. It shall be an additional violation of this section to leave the scene of an accident, which resulted in injuries to any domesticated animal or household pet, specifically including but not limited to, dogs and cats.

Section 3. Chapter 11, Article II to be entitled "Supplemental regulations pertaining primarily to dogs and cats"; and Sections 11-13, 11-14, 11-15, 11-16, 11-17, 11-18,

11-19, and 11-20 of the Code of Ordinances of the Town of Lake Park, Florida are hereby created to read as follows:

ARTICLE II. SUPPLEMENTAL REGULATIONS PERTAINING PRIMARILY TO DOGS AND CATS.

Sec. 11-13. Registration tags and licenses for dogs and cats required.

- (a) Every person who is the owner, keeper or harborer of any dog or cat, over the age of four months within the Town must obtain a tag or license for each dog or cat from Palm Beach County Animal Care & Control denoting currently effective registration and inoculation data. No tag or license shall be granted or renewed until evidence of vaccination for rabies by a licensed veterinarian has been presented.
- (b) All dogs over the age of four months shall be required to wear a sturdy collar to which the current license tag is securely affixed at all times except as otherwise provided by state law. It shall be the responsibility of the owner, keeper, or harborer of such dog to ensure compliance with this section. Cats are not required to wear a collar or tag, but must be registered and inoculated pursuant to the provisions of this article.

(c) No person other than the owner or keeper, may remove or cause to be removed, the collar or tag required by this section from any dog within the town. A police dog shall be exempt from wearing an animal license tag while being used by a law enforcement agency.

Sec. 11-14. Dogs running at large prohibited.

It shall be a violation of this section for any dog to be upon any street, boulevard, road or alley of the town, unless accompanied by an attendant who shall have such dog firmly held by collar and leash, which leash shall not exceed ten feet in length. The person who owns, keeps, harbors, or has possession, care, custody or control of any such dog shall be liable for a violation of this section. In the prosecution of any violation of this section, it shall not be necessary for the Town to prove notice, knowledge, or neglect on the part of the owner, keeper, or other accused person, that the dog was either loose, running at large, or disposed to running at large. Any dog found running at large within the Town is hereby declared to be a public nuisance, and the owner, keeper, or other accused person, of any dog found running at large shall be guilty of a violation of this section.

Sec. 11-15. Animals injuring or killing other animals prohibited,

Any person who owns or has in their possession, care, custody or control, any animal which has injured or killed, or has a habit of injuring and killing, dogs and/or other animals, and whose animal is found running at large is deemed to be in violation of this section.

Sec. 11-16. Dogs damaging property of another prohibited.

- (a) It shall be unlawful for any dog to enter upon the property of another and damage real and/or personal property. The person who owns, keeps, harbors, or has possession, care, custody or control of any such dog shall be liable for a violation of this section.
- (b) Property of another shall include private property and any abutting publicly owned property, easements, rights-of-way, cemetery, church or any other property set apart for public use or held for benevolent or charitable purposes which the owner of the abutting private property maintains by planting, mowing, watering, fertilizing or similar care of grass, shrubbery, trees and the like, planted thereon. The intent of this section is to include all abutting property regardless of ownership except the property owned by the owner of the dog, or the property of those who have consented to the owner of the dog, to do damage on their property.
- (c) Damage to property shall include, but not be limited to, urinating or defecating by any dog upon any property as contemplated herein.
- (d) In the event that any dog enters upon the property of another within the corporate limits of the town and causes damage thereon, proof that (1) the damaged property belongs to a person other than the owner of the dog; and (2) the damage to property has resulted from the actions of the dog; and (3) the identity of the dog, shall be sufficient to for a finding of a violation of this section against the person who owns, keeps, harbors, or has possession, care, custody, or control of any the dog causing the damage. Consent of the owner of the property shall be a defense to the violation.

Sec. 11-17. Injury to and/or interference with police dogs prohibited.

It is unlawful for any person to knowingly batter, inflict cruelty or inhumane treatment, disable, injure, kill, torture, or torment any dog used by any law enforcement agency in an official capacity, while the animal is with an on-duty police officer, or while the animal is under the control and direction of a police officer and performing a law enforcement function, or to interfere with or obstruct any animal while the animal is being employed by a law enforcement agency in any authorized act within the agency's official capacity.

Sec. 11-18. Regulations pertaining to vicious animals and dangerous dogs.

- (a) It shall be unlawful for any person to keep any vicious or fierce animal within the Town unless it is confined within a secure building or enclosure or unless it is securely muzzled, and under the restraint of a competent person who by means of a leash, chain or rope has such animal under control at all times. All vicious dogs kept in the Town shall be adequately muzzled if they appear on the public streets, thoroughfares or other public places in the town. An animal may be declared to be vicious by the Palm Beach County Animal Care & Control on the showing that the animal has bitten a person without provocation on two separate occasions within a period of six months, or if such animal shows fierce or dangerous propensities which if unrestrained are likely to cause injury to persons other than the owner. This declaration of viciousness shall be delivered in writing to the owner of the animal. If a dog that has not been declared a "dangerous dog" attacks and causes severe injury to or death of any human, the dog shall be immediately confiscated by the local animal control authority, placed in quarantine, if necessary, for the proper length of time or held for ten (10) business days after the owner is given written notification under Section 767.12, Fla. Stat., as amended, and thereafter destroyed in an expeditious and humane manner.
- (b) It is unlawful for the owner of a dog who has been declared a "dangerous dog" by Palm Beach County Animal Care & Control, to permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and under control of a competent person. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting any person or animal. The owner may exercise the dog in a securely fenced or enclosed area that does not have a top, without a muzzle or leash, if the dog remains within his or her sight and only members of the immediate household or persons who are 18 years of age or older are allowed in the enclosure when the dog is present. When being transported, such dogs must be safely and securely restrained within a vehicle.
- (c) The owner of a dog who has been declared a "dangerous dog" by Palm Beach County Animal Care & Control must provide the Town with a copy of the certificate of registration for the dog from the County, and each annual renewal of the certificate, and a current certificate of rabies vaccination for the dog. The dog must be confined in a proper enclosure to confine a dangerous dog and the posting of the premises with a clearly visible warning sign at all entry points that informs both children and adults of the presence of a dangerous dog on the property. The dog must have permanent identification on the dog, such as a tattoo on the inside thigh or electronic implantation.
- (d) The owner shall immediately notify the Palm Beach County Sheriff's Office when a dog that has been classified as dangerous by Palm Beach County Animal Care & Control:
 - (1)Is loose or unconfined. (2)Has bitten <u>a</u> human being attacked or another animal. Has sold. been given away, died. or
 - (4) Has moved to another address.

If a dog that has previously been declared dangerous attacks or bites a person or a domestic animal without provocation, the owner shall be guilty of a misdemeanor of the first degree, punishable as provided in Sections 775.082 and/or 775.083, Fla. Stat., as amended. If a dog that has previously been declared dangerous attacks and causes severe injury to or death of any human, the owner is guilty of a felony of the third degree, punishable as provided in Sections 775.082, 775.083, and/or 775.084, Fla. Stat., as amended.

Sec. 11-19. Impoundment.

- (a) Any law enforcement officer, authorized code compliance officer, authorized Palm Beach County animal control officer, or other authorized agent of the owner, may take impound any animal found in violation of any provisions of this chapter, and relinquish custody and care of the animal to Palm Beach County Animal Care & Control, the North County Humane Society, the Animal Rescue League of Palm Beach County, or any other appropriate animal rescue and/or control agency, as soon as is reasonably possible under the circumstances.
- (b) Any law enforcement officer, authorized code compliance officer, authorized Palm Beach County animal control officer, or other authorized agent of the Town who impounds or otherwise acquires possession of a dog or cat which has a license tag affixed shall make every effort to notify the owner as soon as is reasonably possible. Notice of the impoundment shall be posted in a conspicuous place in Town Hall in substantially the same form:

NOTICE OF IMPOUNDED ANIMAL

Date:		
To Whom It May C	Concern:	
<u>I,</u>	the under	rsigned officer, have this day impounded a dog, cat (circle
one)	, de	scribed as follows:
☐ Canine:	Breed (if knov	
☐ Feline:	Breed (if know	vn):
Sex:	Color:	Approximate Age:
Name of Owner (if	known):	
License No.: (if kno	own)	Microchip No:
Name (if known):		
Distinguishing char		
Current location of	impoundment of a	nimal:
your animal. An a animal will be released animal will be released at the time	dministrative fee assed into the care to vaccinations and you attempt to	r at (561) - to make arrangements for the return of will be charged and must be paid by the owner before the c. custody, and control of the owner. Proof of ownership, d general fitness to care for the dog will be required and retrieve your animal. Please make sure that you bring all ce that you are a fit custodian for this animal.
Ву:		
Printed Name of Of	ficer:	
		13

(c) At any time prior to an impounded dog or cat being released to Palm Beach County Animal Care & Control, the North County Humane Society, the Animal Rescue League of Palm Beach County, or any other appropriate agency, the owner of the animal may apply for its release. The release of the animal may in the sole discretion of the impounding agency be granted, provided that the agency has reasonable and good cause to believe and determine among other things, that person seeking release of the animal has submitted adequate documentation indicating that: (1) the person is in fact the rightful owner of the animal sought to be released by competent evidence such as a rabies vaccination certificate, sales receipt, affidavits of neighbors, photographs or other documentary evidence; (2) the health, safety, mental and physical well being of the animal is not at risk; (3) the animal will not be neglected or abused; (4) prior to release of the animal that the owner shall pay the town an established administrative fee set by resolution of the town commission and on file in the town clerk's office to cover such items but not limited thereto, as the town's costs incurred in the investigation, capture, board and feed, veterinary expenses, code enforcement fines and costs, and care of the dog or cat during the period of its retention by the town or under its authority; (5) if a dangerous dog is impounded, the owner of must comply with all provisions of this article applicable to dangerous dogs; (6) if an animal which has been subjected to cruelty is impounded, a court of competent jurisdiction must issues a release order, as provided by Section 828.073, Fla. Stat.; (7) if an impounded animal is not vaccinated against rabies, or does not have a valid rabies license tag, the owner must arrange for rabies vaccination and obtain an animal license tag for the animal before the animal will be released.

Sec. 11-20. Penalties; prima facie evidence of violations.

Any person who willfully refuses to sign and accept a citation issued by an officer is guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082, and Fla. Stat., as amended, and Section 775.083, Fla. Stat., as amended. In the event any dog or other animal shall be found in violation of the provisions of this chapter, proof of the violation and the identity of the dog or other animal shall be prima facie evidence of the violation of this chapter by the person owning or having charge of or control of the dog or other animal. In addition to the enforcement of the provisions of this chapter through the town's code compliance division, the town shall have the right to enforce by injunction, or any other appropriate legal means, compliance with the regulations and requirements of this chapter.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

<u>Section 5.</u> <u>Repeal of Laws in Conflict.</u> All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Codification. The Sections of the Ordinance may be renumbered or relettered to accomplish such, and the word "Ordinance" may be changed to "section", "article", or any other appropriate word.

Section 7. Effective Date. This Ordinance shall take effect immediately upon adoption.